

# AGENDA

**Thursday, December 8, 2016 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2016-123

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. CITIZEN COMMUNICATION** *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

**II. PUBLIC HEARINGS** *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Board Order No's. \_\_\_\_\_ and \_\_\_\_\_ Dissolving the Hamlet of Molalla Prairie and the Villages at Mt. Hood (Stephen Madkour, County Counsel)
2. Resolution No. \_\_\_\_\_ for a Clackamas County Supplemental budget (Greater than 10% and Budget Reduction) for Fiscal Year 2016-2017 (Diane Padilla, Budget Manager)

**III. CONSENT AGENDA** *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

**A. Health, Housing & Human Services**

1. Approval of a Sub-recipient Grant Agreement with Northwest Housing Alternatives, Inc. for Emergency Shelter – *Social Services*
2. Approval of a Sub-recipient Grant Agreement with the Inn for Shelter for Displaced Youth – *Social Services*
3. Approval of Amendment No. 2 to a Professional Services Agreement with Bridges to Change for Providing Mentor Services for the County's Adult Drug Court Program – *Health Centers*
4. Approval of a Professional Services Agreement with CompHealth Locum Tenens for Temporary Physician Staff – *Health Centers*
5. Approval of Amendment No. 11 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*

**B. Department of Transportation & Development**

1. Resolution No. \_\_\_\_\_ Supporting the Oregon Department of Transportation Resolution and Application for a FASTLANE Grant for the I-205 Abernethy Bridge
2. Approval of Amendment No. 1 with DKS Associates for On-Call Traffic Engineering Services – 2016-2019 – *Procurement*
3. Approval of Contract Amendment No. 1 with Kittelson & Associates, Inc. for On-Call Traffic Engineering Services – 2016-2019 - *Procurement*

**C. Finance Department**

1. Approval of Resolution No. \_\_\_\_\_ for a Clackamas County Supplemental Budget (Less than 10%) for Fiscal Year 2016-2017
2. Approval of Resolution No. \_\_\_\_\_ for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2016-2017
3. Approval of Resolution No. \_\_\_\_\_ for a Clackamas County for Transfer of Appropriations for Fiscal Year 2016-2017

**D. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*

**E. Administration**

1. Approval of an Intergovernmental Agreement between Clackamas County and the C800 Radio Group Regarding Public Safety Radio System Replacement Project Bond Funding

**F. Business & Community Services**

1. Resolution No. \_\_\_\_\_ Naming the Clackamas County Fairgrounds Rodeo Arena in Honor of Mr. Bob Traverso as the Traverso Arena

**IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Resolution No. \_\_\_\_\_ Approving a Supplemental Budget for North Clackamas Parks and Recreation District (Less than 10%) for Fiscal Year 2016-2017

**V. LIBRARY DISTRICT OF CLACKAMAS COUNTY**

1. Resolution No. \_\_\_\_\_ Approving a Supplemental Budget for the Library Service District of Clackamas County (Less than 10%) for Fiscal Year 2016-2017

**VI. ENHANCED LAW ENFORCEMENT DISTRICT**

1. Approval of Resolution No. \_\_\_\_\_ for an Enhanced Law Enforcement District Supplemental Budget (Less than 10%) for Fiscal Year 2016-2017

**VII. COUNTY ADMINISTRATOR UPDATE**

**VIII. COMMISSIONERS COMMUNICATION**



**OFFICE OF COUNTY COUNSEL**

**PUBLIC SERVICES BUILDING**  
 2051 KAEN ROAD | OREGON CITY, OR 97045

December 8, 2016

Board of County Commissioners  
 Clackamas County

Members of the Board:

**Stephen L. Madkour**  
 County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
 Assistants

Public Hearing to Consider Board Orders Dissolving  
 the Hamlet of Molalla Prairie and the Villages at Mt. Hood

<b>Purpose/Outcomes</b>	The Board will hold a public hearing to consider the dissolution of the Hamlet of Molalla Prairie and the Villages at Mt Hood. If the Board finds that dissolution is warranted, the Board will approve the Orders and the Hamlet of Molalla Prairie and the Villages at Mt. Hood will be formally dissolved.
<b>Dollar Amount and Fiscal Impact</b>	Not applicable.
<b>Funding Source</b>	Not applicable.
<b>Duration</b>	Indefinite. The procedures to form Villages and Hamlets is set forth in Chapter 2.10 of the County Code.
<b>Previous Board Action</b>	The Board of County Commissioners voted to move forward with the dissolution of the Villages at Mt. Hood at the September 6, 2016 Policy Session. Additionally, the BCC voted to move forward with the dissolution of the Hamlet of Molalla Prairie at the September 13, 2016 Policy Session.
<b>Strategic Plan Alignment</b>	Build Public Trust through Good Government
<b>Contact Person</b>	Stephen L. Madkour, County Counsel

**Background:**

Clackamas County initiated the Hamlet and Village Program as an offshoot of Complete Communities Program in 2006. It was in response to grassroots efforts by citizens to become more involved with county government and to help support their community.

There are four established hamlets: Hamlet of Beaver Creek, Hamlet of Molalla Prairie, Mulino Hamlet and Stafford Hamlet. There is one village, Villages at Mt Hood. All hamlets and villages are to comply with the provisions of Chapter 2.10 of the County Code. Those Code provisions

include the framework for providing local governance, including holding regular monthly meetings, rules of conduct, public meeting, and public records.

Recently, the Hamlet of Molalla Prairie became inactive. This inactivity was due primarily to a lack of citizen participation. As a consequence, the Board of County Commissioners will hold a public hearing to consider whether it is in the best interest of the citizens of the hamlet or the county to dissolve the hamlet.

The Villages at Mt. Hood has experienced some struggles with governance, collaboration, and operations. The Board of County Commissioners will consider dissolving the Village. The criteria the Board will consider as appropriate are: 1) It to be in the best interests of the citizens of the village, or the county; 2) That the village board members have failed to regularly follow its adopted bylaws; or 3) That the village board members have failed to meet the requirements of Chapter 2.10 of the Clackamas County Code.

**Recommendation:**

Staff respectfully recommends that the Board hold a public hearing to consider the dissolution of the Hamlet of Molalla Prairie and the Villages at Mt. Hood. If the Board finds that dissolution is warranted, the Board will approve the attached Orders dissolving the Hamlet of Molalla Prairie and/or the Villages at Mt. Hood. If approved, the Hamlet and/or Village will be formally and officially dissolved effective immediately.

Respectfully submitted,



Stephen L. Madkour  
County Counsel

**A Board Order Dissolving the  
Hamlet of Molalla Prairie**

**Board Order No.**

**WHEREAS**, Chapter 2.10 of the Clackamas County Code establishes the process for the formation, operation, and dissolution of hamlets and villages. Hamlets and villages are intended to be a form of participatory democracy to the extent that they promote the active involvement of citizens in county affairs and provide an opportunity for greater participation in matters affecting their local communities.

**WHEREAS**, Hamlet and village board members acting within the scope of authority granted by the organization bylaws and county policies are advisory to the Board of County Commissioners and are treated as agents of the county for purposes of claims against them.

**WHEREAS**, recently, the Hamlet of Molalla Prairie has been inactive and no longer serving the interest of the community;

**Now, therefore, it is hereby ordered:**

1. The Hamlet of Molalla Prairie is formally and officially dissolved;
2. The dissolution is effective immediately;
3. Any accounts shall be closed and any account proceeds and other property of the Hamlet shall be turned over to the County; and
4. The Hamlet shall undertake any other action necessary to effectuate the dissolution.

**DATED** this \_\_\_\_ day of December, 2016

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

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Chair

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Recording Secretary

**A Board Order Dissolving the Villages at Mt. Hood**

**Board Order No.**

**WHEREAS**, Chapter 2.10 of the Clackamas County Code establishes the process for the formation, operation, and dissolution of hamlets and villages. Hamlets and villages are intended to be a form of participatory democracy to the extent that they promote the active involvement of citizens in county affairs and provide an opportunity for greater participation in matters affecting their local communities.

**WHEREAS**, Hamlet and village board members acting within the scope of authority granted by the organization bylaws and county policies are advisory to the Board of County Commissioners and are treated as agents of the county for purposes of claims against them.

**WHEREAS**, recently, the Village at Mt. Hood has experienced some struggles with governance, collaboration, and operations; and the Board finds the dissolution is appropriate as:

- a. It to be in the best interests of the citizens of the village, or the county.
- b. That the village board members have failed to regularly follow its adopted bylaws; or
- c. That the village board members have failed to meet the requirements of Chapter 2.10 of the Clackamas County Code.

**Now, therefore, it is hereby ordered:**

1. The Villages at Mt. Hood is formally and officially dissolved;
2. The dissolution is effective immediately;
3. Any accounts shall be closed and any account proceeds and other property of the Village shall be turned over to the County; and
4. The Village shall undertake any other action necessary to effectuate the dissolution.

**DATED** this \_\_\_\_ day of December, 2016

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

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Chair

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Recording Secretary



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

December 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2016-2017

Purpose/Outcome	Supplemental budget change FY 2016-2017
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$294,11
Funding Source	Includes Prior Year Revenue, Fund Balance, Licenses and Permits, Federal and State Operating Grants, Local Government and Other Agencies, Charge for Services and Miscellaneous Revenue
Duration	July 1, 2016-June 30, 2017
Previous Board Action/Review	Budget Adopted June 29, 2016 and revised August 18 and November 3
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

**BACKGROUND:**

Each fiscal year it is necessary to reduce allocations or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.471 (4) which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget funds(s) being adjusted. The required notices have been published.

The Building Codes Fund is recognizing additional beginning fund balance and budgeting for a part-time limited term position, additional light vehicle purchase costs, increasing operating reserves and adding a separate Public Employee Retirement System (PERS) stabilization reserve to provide for four years of anticipated premium cost increases.

The Business and Economic Development Fund is recognizing additional fund balance and budgeting for the Heritage Project, Performance Clackamas Project and other economic opportunity projects and increasing contingency.

The Law Library is recognizing additional fund balance and appropriating it in contingency.

The Library Services Fund is recognizing additional fund balance and budgeting for program and project costs and payment to the City of Gladstone that wasn't completed last fiscal year.

The Planning Fund is recognizing additional fund balance and charge for services revenue and budgeting for the limited term position from the City of Damascus, a full-time Planning Manager, and reducing contingency and adding PERS stabilization reserve.

The Road Fund is recognizing additional fund balance and licenses and permits revenue and budgeting for contracted maintenance paving costs and increasing contingency and future operating reserves and adding a PERS stabilization reserve.

The Code Enforcement, Resource Conservation and Solid Waste and Septic and Onsite Wastewater Program Fund is recognizing additional fund balance and other revenue and budgeting for the limited term position from the City of Damascus and adding a full-time Soils Scientist and Sustainability Analyst and vehicle replacement costs, reducing contingency and adding a PERS stabilization reserve.

The Justice Court Fund is recognizing additional fund balance and budgeting to adjust interfund transfer and contingency accordingly.

The Public Land Corner Preservation Fund is recognizing additional fund balance and budgeting to increase contingency and add a PERS stabilization reserve.

The Health, Housing and Human Services Administration Fund is recognizing additional fund balance and budgeting for an interfund transfer to the Behavioral Health Fund and program costs.

The Behavioral Health Fund is recognizing reduced funding from the Oregon Health Plan and adjusting HealthShare program costs accordingly. Some duties relating to payments to contract providers is now being transferred back to HealthShare.

The Children, Youth and Families Fund is recognizing prior year revenue and adjusting Head Start, Hub School Readiness and Family Stability revenue and budgeting for contract services costs. This fund is also recognizing lower than anticipated beginning fund balance.

The Dog Services Fund is recognizing additional fund balance and budgeting to increase contingency and add a PERS stabilization reserve.

The Health Centers Fund is recognizing actual beginning fund balance, updating Medicaid revenue and adjusting payments to the State of Oregon and contingency accordingly.

The Transient Room Tax Fund is recognizing additional fund balance and budgeting an increased interfund transfer to the Tourism Fund.

The DTD Capital Projects Fund is recognizing actual fund balance and adjusting its capital outlay budget accordingly.



The Capital Projects Fund is recognizing actual fund balance and adjusting its budget accordingly to reflect additional work that was completed before the end of fiscal year 2015-16.

The Clackamas Broadband Utility Fund is recognizing actual fund balance and connection fee revenue and budgeting for upcoming projects.

The Cable Administration Fund is recognizing actual fund balance and budgeting for an interfund transfer to the General Fund, to close the fund.

The Telecommunication Services Fund is recognizing additional fund balance and budgeting for upgrades of primary phone gear for the County.

The Self-Insurance Fund is recognizing lower than anticipated beginning fund balance and adjusting contingency accordingly.

The effect of this Resolution is an increase in appropriations of \$294,011 including revenues as detailed below:

Prior year Revenue	\$ 498,596.
Fund Balance	9,697,785.
Licenses and Permits	33,500.
Federal Operating Grants	(230,811.)
State Operating Grants	(12,347,199.)
Local Government and Other Agencies	66,647.
Charge for Services	2,545,406.
Miscellaneous Revenue	<u>30,087.</u>
Total Recommended	<u>\$ 294,011.</u>

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla  
Budget Manager

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Greater Than 10  
Percent of the Total Qualifying Expenditures  
and Making Appropriations for Fiscal  
Year 2016-17

Resolution No  
1 of 2 pages

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2016 through June 30, 2017, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on December 8, 2016.

WHEREAS; the funds being adjusted are:

- . Building Codes Fund
- . Business and Economic Development Fund
- . Law Library Fund
- . Library Services Fund
- . Planning Fund
- . Road Fund
- . Code Enforcement, RCSW & SOWP Fund
- . Justice Court Fund
- . Public Land Corner Preservation Fund
- . Health, Housing and Human Services Fund
- . Behavioral Health Fund
- . Children, Youth and Families Fund
- . Dog Services Fund
- . Health Centers Fund
- . Transient Room Tax Fund
- . DTD Capital Projects Fund
- . Capital Projects Fund
- . Clackamas Broadband Utility Fund
- . Cable Administration Fund
- . Telecommunication Services Fund
- . Self-Insurance Fund;

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Greater Than 10  
Percent of the Total Qualifying Expenditures  
and Making Appropriations for Fiscal  
Year 2016-17

Resolution No  
2 of 2 pages

It further appearing that it is in the best interest of the County to approve this greater than 10 percent change in appropriations for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.473, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF GREATER THAN 10% OF BUDGET**  
**December 8, 2016**

Recommended items by revenue source:

Priro Year Revenue	\$ 498,596
Fund Balance	9,697,785
Licenses and Permits	33,500
Federal Operating Grants	(230,811)
State Operating Grants	(12,347,199)
Local Government and Other Agencies	66,647
Charge for Services	2,545,406
Miscellaneous Revenue	30,087
Total Recommended	<u><u>\$ 294,011</u></u>

**BUILDING CODES FUND**

Revenues:	
Fund Balance	\$ 845,537
Total Revenue	<u><u>\$ 845,537</u></u>
Expenses:	
General Government	\$ 106,077
Not Allocated to Organizational Unit	
Reserves	869,981
Contingency	(130,521)
Total Expenditures	<u><u>\$ 845,537</u></u>

Building Codes Fund is recognizing additional beginning fund balance and budgeting for a part-time limited term position, additional light vehicle purchase costs, increasing operating reserves and adding a separate Public Employee Retirement System (PERS) stabilization reserve to provide for four years of anticipated premium cost increases.

**BUSINESS & ECONOMIC DEVELOPMENT FUND**

Revenues:	
Fund Balance	\$ 733,498
Total Revenue	<u><u>\$ 733,498</u></u>
Expenses:	
Economic Development	\$ 563,548
Not Allocated to Organizational Unit	
Contingency	169,950
Total Expenditures	<u><u>\$ 733,498</u></u>

Business and Economic Development Fund is recognizing additional fund balance and budgeting for the Heritage Project, Performance Clackamas Project and other economic opportunity projects and increasing contingency.

**LAW LIBRARY FUND**

## Revenues:

Fund Balance	\$ 105,280
Total Revenue	<u>\$ 105,280</u>

## Expenses:

Not Allocated to Organizational Unit	
Contingency	\$ 105,280
Total Expenditures	<u>\$ 105,280</u>

Law Library is recognizing additional fund balance and appropriating it in contingency.

**LIBRARY SERVICES FUND**

## Revenues:

Fund Balance	\$ 1,790,364
Total Revenue	<u>\$ 1,790,364</u>

## Expenses:

Cultural, Education and Recreation	\$ 290,364
Not Allocated to Organizational Unit	
Special Payments	1,500,000
Total Expenditures	<u>\$ 1,790,364</u>

Library Services Fund is recognizing additional fund balance and budgeting for program and project costs and payment to the City of Gladstone that wasn't completed last fiscal year

**PLANNING FUND**

## Revenues:

Fund Balance	\$ 281,263
Charge for Services	135,895
Total Revenue	<u>\$ 417,158</u>

## Expenses:

Economic Development	\$ 194,533
Not Allocated to Organizational Unit	
Contingency	(310,489)
Reserve	533,114
Total Expenditures	<u>\$ 417,158</u>

Planning Fund is recognizing additional fund balance and charge for services revenue and budgeting for the limited term position from the City of Damascus, a full-time Planning Manager, and reducing contingency and adding PERS stabilization reserve.

**ROAD FUND**

## Revenues:

Fund Balance	\$ 6,305,064
Licenses and Permits	25,000
Total Revenue	<u>\$ 6,330,064</u>

## Expenses:

Public Ways and Facilities	\$ 1,265,821
Not Allocated to Organizational Unit	
Contingency	1,064,243
Reserve	4,000,000
Total Expenditures	<u>\$ 6,330,064</u>

Road Fund is recognizing additional fund balance and licenses and permits revenue and budgeting for contracted maintenance paving costs and increasing contingency and future operating reserves and adding a PERS stabilization reserve.

**CODE ENFORCEMENT, RCSW & SOWP FUND**

## Revenues:

Fund Balance	\$ 589,549
Licenses and Permits	8,500
Local Government & Other Agencies	66,647
Charge for Services	97,511
Total Revenue	<u>\$ 762,207</u>

## Expenses:

General Government	\$ 473,316
Not Allocated to Organizational Unit	
Special Payments	100,000
Contingency	(324,631)
Reserve	513,522
Total Expenditures	<u>\$ 762,207</u>

Code Enforcement, Resource Conservation and Solid Waste and Septic and Onsite Wastewater Program Fund is recognizing additional fund balance and other revenue and budgeting for the limited term position from the City of Damascus and adding a full-time Soils Scientist and Sustainability Analyst and vehicle replacement costs, reducing contingency and adding a PERS stabilization reserve.

**JUSTICE COURT**

## Revenues:

Fund Balance	\$ 696,512
Total Revenue	<u>\$ 696,512</u>

## Expenses:

Not Allocated to Organizational Unit	
Interfund Transfer	\$ 1,305,683
Contingency	(609,171)
Total Expenditures	<u>\$ 696,512</u>

Justice Court Fund is recognizing additional fund balance and budgeting to adjust interfund transfer and contingency accordingly.

**PUBLIC LAND CORNER PRESERVATION FUND**

Revenues:

Fund Balance	\$ 93,433
Total Revenue	<u>\$ 93,433</u>

Expenses:

Not Allocated to Organizational Unit	
Reserves	\$ 60,000
Contingency	33,433
Total Expenditures	<u>\$ 93,433</u>

Public Land Corner Preservation Fund is recognizing additional fund balance and budgeting to increase contingency and add a PERS stabilization reserve.

**HEALTH, HOUSING AND HUMAN SERVICES ADMINISTRATION FUND**

Revenues:

Fund Balance	\$ 300,329
Total Revenue	<u>\$ 300,329</u>

Expenses:

Health and Human Services	\$ 250,329
Not Allocated to Organizational Unit	
Interfund Transfer	50,000
Total Expenditures	<u>\$ 300,329</u>

Health, Housing and Human Services Administration Fund is recognizing additional fund balance and budgeting for an interfund transfer to the Behavioral Health Fund and program costs.

**BEHAVIORAL HEALTH FUND**

Revenues:

State Operating Grants	\$ (13,392,140)
Total Revenue	<u>\$ (13,392,140)</u>

Expenses:

Health and Human Services	\$ (13,392,140)
Total Expenditures	<u>\$ (13,392,140)</u>

Behavioral Health Fund is recognizing reduced funding from the Oregon Health Plan and adjusting HealthShare program costs accordingly. Some duties relating to payments to contract providers is now being transferred back to HealthShare.

**CHILDREN, YOUTH AND FAMILIES FUND**

Revenues:

Prior Year Revenue	\$ 498,596
Fund Balance	(861,723)
Federal Operating Grants	(230,811)
State Operating Grants	1,323,430
Charge for Services	12,000
Total Revenue	<u>\$ 741,492</u>

Expenses:

Health and Human Services	\$ (232,542)
Not Allocated to Organizational Unit	
Special Payments	974,034
Total Expenditures	<u>\$ 741,492</u>

Children, Youth and Families Fund is recognizing prior year revenue and adjusting Head Start, Hub School Readiness and Family Stability revenue and budgeting for contract services costs. This fund is also recognizing lower than anticipated beginning fund balance.

**DOG SERVICES FUND**

Revenues:

Fund Balance	\$ 268,516
Total Revenue	<u>\$ 268,516</u>

Expenses:

Health and Human Services	\$ 2,000
Not Allocated to Organizational Unit	
Reserve	258,929
Contingency	7,587
Total Expenditures	<u>\$ 268,516</u>

Dog Services Fund is recognizing additional fund balance and budgeting to increase contingency and add a PERS stabilization reserve.

**HEALTH CENTERS FUND**

Revenues:

Fund Balance	\$ 2,186,662
State Operating Grants	(278,489)
Total Revenue	<u>\$ 1,908,173</u>

Expenses:

Not Allocated to Organizational Unit	
Special Payments	\$ 504,712
Contingency	1,403,461
Total Expenditures	<u>\$ 1,908,173</u>

Health Centers Fund is recognizing actual beginning fund balance, updating Medicaid revenue and adjusting payments to the State of Oregon and contingency accordingly.



**TRANSIENT ROOM TAX**

## Revenues:

Fund Balance	\$ 206,589
Total Revenue	<u>\$ 206,589</u>

## Not Allocated to Organizational Unit

Interfund Transfer	\$ 206,589
Total Expenditures	<u>\$ 206,589</u>

Transient Room Tax Fund is recognizing additional fund balance and budgeting an increased interfund transfer to the Tourism Fund.

**DTD CAPITAL PROJECTS FUND**

## Revenues:

Fund Balance	\$ (44,630)
Total Revenue	<u>\$ (44,630)</u>

## Expenses:

Public Ways and Facilities	\$ (44,630)
Total Expenditures	<u>\$ (44,630)</u>

DTD Capital Projects Fund is recognizing actual fund balance and adjusting its capital outlay budget accordingly

**CAPITAL PROJECTS RESERVE FUND**

## Revenues:

Fund Balance	\$ (1,645,793)
Miscellaneous Revenue	30,087
Total Revenue	<u>\$ (1,615,706)</u>

Public Ways and Facilities	\$ (1,615,706)
Total Expenditures	<u>\$ (1,615,706)</u>

Capital Projects Fund is recognizing actual fund balance and adjusting its budget accordingly to reflect additional work that was completed before the end of fiscal year 2015-16.

**CLACKAMAS BROADBAND UTILITY FUND**

## Revenues:

Fund Balance	\$ (9,301)
Charge for Services	2,300,000
Total Revenue	<u>\$ 2,290,699</u>

Broadband Utility (Business-type-Activity)	\$ 2,290,699
Total Expenditures	<u>\$ 2,290,699</u>

Clackamas Broadband Utility Fund is recognizing actual fund balance and connection fee revenue and budgeting for upcoming projects.

**CABLE ADMINISTRATION FUND**

Revenues:

Fund Balance	\$ 343,527
Total Revenue	<u>\$ 343,527</u>

Not Allocated to Organizational Unit

Interfund Transfer	\$ 343,527
Total Expenditures	<u>\$ 343,527</u>

Cable Administration Fund is recognizing actual fund balance and budgeting for an interfund transfer to the General Fund, to close the fund.

**TELECOMMUNICATIONS SERVICES FUND**

Revenues:

Fund Balance	\$ 393,596
Total Revenue	<u>\$ 393,596</u>

General Government

Total Expenditures	<u>\$ 393,596</u>
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Telecommunication Services Fund is recognizing additional fund balance and budgeting for upgrades of primary phone gear for the County.

**SELF-INSURANCE FUND**

Revenues:

Fund Balance	\$ (2,880,487)
Total Revenue	<u>\$ (2,880,487)</u>

Not Allocated to Organizational Unit

Contingency	\$ (2,880,487)
Total Expenditures	<u>\$ (2,880,487)</u>

Self-Insurance Fund is recognizing lower than anticipated beginning fund balance and adjusting contingency accordingly.

December 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with  
Northwest Housing Alternatives, Inc. for Emergency Shelter

<b>Purpose/Outcomes</b>	Contractor will provide emergency shelter and services to homeless families with children in Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	\$27,762
<b>Funding Source</b>	Emergency Food and Shelter Program (EFSP) grant funds. No County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	December 1, 2015 through March 31, 2017
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	7956

**BACKGROUND:**

Social Services Division of the Health, Housing and Human Services Department requests approval of a Subrecipient Grant Agreement with Northwest Housing Alternatives, Inc. (NHA). NHA will provide emergency shelter to homeless families with children in Clackamas County.

This agreement is funded with Emergency Food and Shelter Program (EFSP) grant funds from the Federal Department of Homeland Security for the express purpose to serve the hungry and homeless population.

This Subrecipient Agreement is effective December 1, 2015 through March 31, 2017. The reason for the retroactive effective date is the funding received 11/30/2016 allows for expenses to be paid back to December 1, 2015. The value of the agreement is \$27,762. There are no County General Funds involved.

**RECOMMENDATION:**

Staff recommends approval of this Subrecipient Agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services Department

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 17-028**

Project Name: *Emergency Food & Shelter Program (EFSP)*

Project Number:

This Agreement is between Clackamas County, Oregon, acting by and through its Health, Housing and Human Services Department, Social Services Division (COUNTY) and Northwest Housing Alternatives, Inc. (SUBRECIPIENT) an Oregon Nonprofit Corporation.

**Clackamas County Data**

Grant Accountant: *Sue Aronson*

Program Manager: *Luellen Oakley*

Clackamas County – Finance

Clackamas County – Social Services Division

2051 Kaen Road

2051 Kaen Road

Oregon City, OR 97045

Oregon City, OR 97045

(503)742-5421

(503)650-5725

[suea@clackamas.us](mailto:suea@clackamas.us)

[luellen.oak@clackamas.us](mailto:luellen.oak@clackamas.us)

**Subrecipient Data**

Finance/Fiscal Representative: *Tam Gardner*

Program Representative: *Angela Trimble*

Northwest Housing Alternatives, Inc.

Northwest Housing Alternatives, Inc.

2316 SE Willard Street

2316 SE Willard Street

Milwaukie, Oregon 97222

Milwaukie, Oregon 97222

(503)654-1007 x103

(503)654-1007 x103

[gardner@nwhousing.org](mailto:gardner@nwhousing.org)

[trimble@nwhousing.org](mailto:trimble@nwhousing.org)

DUNS: 180757437

**RECITALS**

1. Whereas homelessness remains a persistent problem in most of Clackamas County, including urban, rural and suburban areas;
2. Whereas homelessness affects some of the most vulnerable Clackamas County residents, with almost half of the identified homeless being children under the age of 18, and significant numbers of veterans, people with disabilities, women fleeing domestic violence and older adults suffering homelessness;
3. Whereas homeless individuals are frequent victims of crime and often experience health problems;
4. Whereas many homeless adults want to work but are not employable without a safe place to sleep at night;
5. Whereas COUNTY has received federal funding under the Emergency Food and Shelter Program (EFSP), authorized by the Stewart B. McKinney Homeless Assistance Act of 1987, as amended, Title 3, Section 301, Public Law 100-77, 42 U.S.C 11331-11346. The EFSP was created in 1983 to supplement and expand the work of local social service agencies, both nonprofit and governmental, in an effort to help people with economic (rather than disaster-related) emergencies.

**Northwest Housing Alternatives, Inc. (7956)**

Subrecipient Grant Agreement – #17-028 EFSP

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6. Whereas funding provided in this award is intended to pay certain costs associated with the provision of emergency shelter services at the Annie Ross House shelter in Milwaukie, Oregon, operated by SUBRECIPIENT, in order to provide transitional shelter services to adults and families who require case management activities with attendant shelter to stabilize their shelter needs while providing for the development of essential living skills necessary to achieve long-term independent housing situations.
7. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

**AGREEMENT**

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the **December 1, 2015** and shall expire on **March 31, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the EFSP award number 33-7080-00 005 E1 (Federal award date: 09/01/16) that is the source of the grant funding, in addition to Award Special Terms and Conditions, Program Information, and EFSP Manuals, Addenda, and other required information in Exhibits F-I, which are attached to and made a part of this agreement by this reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement is **EFSP 33** (Catalogue of Federal Domestic Assistance [CFDA] #: **97.024**) issued to the COUNTY by the United Way on behalf of the U.S. Department of Homeland Security. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$27,762**. This is a fixed unit price grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has received an award sufficient to fund the approved budget (Exhibit B) in this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving

**Northwest Housing Alternatives, Inc. (7956)**

Subrecipient Grant Agreement – #17-028 EFSP

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appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.
  - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
  - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
  - e) **Match.** Matching funds are not required for this Agreement.
  - f) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
  - g) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
  - h) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly) during the term of this Agreement.
  - i) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable for this award.
  - j) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit a completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
  - k) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations

**Northwest Housing Alternatives, Inc. (7956)**

Subrecipient Grant Agreement – #17-028 EFSP

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incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.

- l) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- m) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- n) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- o) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner.

If SUBRECEIPIENT receives \$100,000 or more in EFSP funds, SUBRECIPIENT must arrange for an independent audit of funds to coincide with the next scheduled audit of its financial affairs. If receiving \$50,000 to \$99,999 in EFSP funds, SUBRECIPIENT must arrange for an annual accountant's review of funds to coincide with the next scheduled annual review of its financial affairs. However, it is not necessary to have a separate, independent audit/review for this award so long as program funds are treated as a separate element in SUBRECIPIENT'S regular annual audit/review.

- p) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- q) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- r) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for EFSP 33, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- s) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

#### 10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.



## Northwest Housing Alternatives, Inc. (7956)

Subrecipient Grant Agreement – #17-028 EFSP

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- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality, including those outlined in the EFSP Program Manual in Exhibit F.

### 11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

### 12. General Agreement Provisions

**Northwest Housing Alternatives, Inc. (7956)**

Subrecipient Grant Agreement – #17-028 EFSP

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- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
  - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
  - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.

**Northwest Housing Alternatives, Inc. (7956)**

Subrecipient Grant Agreement – #17-028 EFSP

Page 8 of 20

- 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
  - 10) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
  - e) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
  - f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
  - g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
  - h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

**Northwest Housing Alternatives, Inc. (7956)**

Subrecipient Grant Agreement – #17-028 EFSP

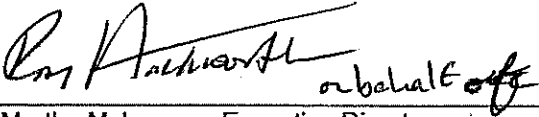
Page 9 of 20

- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

- Exhibit A: Subrecipient Statement of Program Objectives
  - Exhibit B: Subrecipient Program Budget
  - Exhibit C.1: Phase 33 Local Recipient Organization Certification
  - Exhibit C.2: Lobbying Certificates
  - Exhibit D: Daily Per Diem Log
  - Exhibit E: Award Special Terms and Conditions
  - Exhibit F: EFSP Phase 33 Manual
  - Exhibit G: EFSP Phase 33 Key Changes and Clarifications
-

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

**NORTHWEST HOUSING ALTERNATIVES, INC.**

By:  *on behalf of*  
Martha McLennan, Executive Director  
Date 11/9/2016  
Street Address 2316 SE Willard Street  
City / State / Zip Milwaukie, Oregon 97222  
Phone (503)654-1007 x 107 / Fax /

**CLACKAMAS COUNTY**

Commissioner: John Ludlow, Chair  
Commissioner: Jim Bernard  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Tootie Smith

Signing on Behalf of the Board:

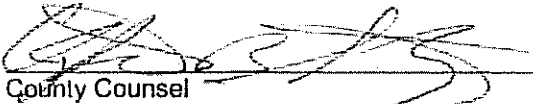
Richard Swift, Director  
Health, Housing and Human Service Department

Date

Recording Secretary

Date

Approved to Form:

  
County Counsel

3 Nov 2016  
Date

**EXHIBIT A**  
**Statement of Program Objectives**

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	AGREEMENT No.17-028
SUBRECIPIENT: NORTHWEST HOUSING ALTERNATIVES, INC.	

Program Objectives

SUBRECIPIENT agrees to perform the following activities under the terms of this agreement:

Provide shelter bed nights to adults and families who are found to be out of home and in need of shelter according to the eligibility requirements of the EFSP program (see Exhibit F).

Shelter Bed Night Services

1. Provide transitional shelter services to adults and families who require case management activities with attendant shelter to stabilize their shelter needs while providing for the development of essential living skills necessary to achieve long-term independent housing situations.
2. In operating the shelter identified above, SUBRECIPIENT shall ensure that all applicable standards for zoning and safety are met or exceeded, and that required supervision of the facility is provided in keeping with local regulation or requirement.

Performance Standards

1. SUBRECIPIENT shall, and shall cause, Denial, Appeal and Fair Hearing procedures accessible to applicants upon request.
2. SUBRECIPIENT may terminate assistance to participants who violate program requirements. SUBRECIPIENT shall have in place a procedure which governs the termination and grievance process. These procedures should describe the program requirements and the termination process, as well as the grievance procedure which recognizes the rights of individuals who may be affected. Termination and grievance procedures shall be clearly communicated to and easily understood by program participants and readily available upon request, or posted in a public location.
3. SUBRECIPIENT shall assure that completed applications and household benefits are valid and correct.
4. SUBRECIPIENT shall maintain clear policies for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program assistance services.
5. SUBRECIPIENT shall maintain clear procedures for dealing with applicants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to COUNTY.
6. SUBRECIPIENT shall maintain clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to COUNTY.

- 7 SUBRECIPIENT shall assure that all necessary documentation is included in client files. This includes documentation of homeless status used to determine program eligibility.

#### Reporting Requirements

##### Program Specific Reporting

1. SUBRECIPIENT shall comply with current Homeless Management Information System (HMIS) Policies and procedures and adhere to all HMIS reporting requirements.
2. SUBRECIPIENT shall assure that data entry into HMIS is accurate and occurs on a monthly basis.
3. SUBRECIPIENT shall maintain and provide to COUNTY, as requested, information as required by State and Federal funding sources for reporting purposes. Data collection in HMIS shall include universal data elements, services, and funding source. Additional information will be provided by the COUNTY for collection of fund source. Information requested will comply with all State and Federal laws regarding client confidentiality.
4. Supporting documentation must be retained on-site, e.g. service records and sign-in logs.

**EXHIBIT B**  
**SUBRECIPIENT Program Budget**

<b>PROJECT NAME:</b> Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	<b>AGREEMENT No.17-028</b>
<b>SUBRECIPIENT: NORTHWEST HOUSING ALTERNATIVES, INC.</b>	

Total maximum compensation under this contract shall not exceed \$27,762 of EFSP funds for emergency temporary shelter. The EFSP funds equate to 2,221 bed nights at \$12.50 per person in residence per night.



# EXHIBIT C.1 - PHASE 33 LOCAL RECIPIENT ORGANIZATION CERTIFICATION

## EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM PHASE 33 LOCAL RECIPIENT ORGANIZATION CERTIFICATION

By signing this Local Recipient Organization (LRO) Certification Form, our agency certifies we have read and understand the Emergency Food and Shelter Program (EFSP) Phase 33 Responsibilities and Requirements Manual, including the Grant Agreement, Attachments, Financial Terms and Conditions, and Other Terms and Conditions as well as the Eligible and Ineligible Costs and Documentation sections and agree to comply with all program requirements. Our agency understands that all parties will be held accountable for complying with the provisions of the grant as well as full compliance with applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program including those not specifically stated in the Manual. All appropriate staff and volunteers have been informed of EFSP requirements. The Local Board has been provided and we have retained a copy of this form for our records.

I certify that my public or private agency:

- Has the capability to provide emergency food and/or shelter services.
- Will use funds to supplement existing resources and not to substitute or reimburse ongoing programs and services.
- Is a nonprofit or an agency of government.
- Will not use EFSP funds as a cost-match for other Federal funds or programs.
- Has an accounting system and will pay all vendors by an approved method of payment.
- Understands that cash payments (including petty cash) are not eligible under EFSP.
- Consents to an independent annual review of receiving EFSP funds and follow-up if receiving \$100,000 or more in EFSP funds and follow-up if receiving \$750,000 or more in Federal funding.
- Has not received an adverse or no opinion audit.
- Is not debarred or suspended from receiving Federal funds.
- Has provided a Federal Employer Identification Number (FEIN) to EFSP.
- Has provided a Data Universal Number System (DUNS) number issued by Dun & Bradstreet (D&B) and required associated information to EFSP.
- Practices non-discrimination (agencies with a religious affiliation, will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling in any program receiving Federal funds).
- Will not charge a fee to clients for EFSP funded services.
- Has a voluntary board if private, not-for-profit.
- Will provide all required reports to the Local Board in a timely manner; (i.e., Second Proximate/Interim Request and Final Reports).
- Will report minutes only on eligible costs and keep complete documentation (copies of cancelled LRO checks -- front and back, other proof of payment, invoices, receipts, etc.) on all expenditures for a minimum of three years after end-of-program date, and for compliance issues until resolved.
- Will spend all funds and close-out the program by my jurisdiction's selected end-of-program date and retain any unused funds (\$5,000 or more) to the National Board.
- Will provide complete, accurate documentation of expenses to the Local Board, if requested, following my jurisdiction's selected end-of-program date.
- Has no known EFSP compliance exceptions in this or any other jurisdiction.
- Will not use EFSP funding for any lobbying activities and if receiving \$100,000 or more, will provide the "Certification Regarding Lobbying" and, if applicable, will complete Standard Form LLL.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not engage in any trafficking of persons during the period this award is in effect.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not use EFSP funds to support access to classified national security information.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not use EFSP funds to support access to classified national security information.

Note: Check this box only if your Local Board has additional requirements as they exist above at the end of the National Board. The Local Board must attach a copy of these requirements to the Local Board Plan when submitted to the National Board.

This form must be completed in its entirety. Please do not alter this form; any questions regarding the form should be directed to EFSP staff.

LRO ID (9 digits): 705001005

Northwest Housing Alternatives

FEIN#:

DUNS #: 18735417

LRO Name:

Address: 2116 SE Willard St

City/State/Zip: Astoria, OR 97103

Phone #: 503-654-1007 x 107

Fax #: 503-654-1319

Email: [mcclennan@nwhousing.org](mailto:mcclennan@nwhousing.org)

Print Name: Roy Hockyorth on behalf of Martha McClennan

Signature: *Roy Hockyorth*

Date: 11/9/2016

EXHIBIT C.2 – LOBBYING CERTIFICATE

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

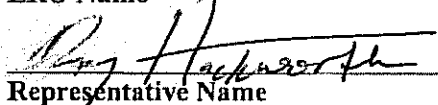
Please do not alter this form; any questions regarding the form should be directed to EFSP staff.

Northwest Housing Alternatives

708000-005

LRO Name

LRO ID Number (9 digits)

  
\_\_\_\_\_  
Representative Name

11/9/2016

Representative Signature Date (month/day/year)



**EXHIBIT E**  
**Award Special Terms and Conditions**

<b>PROJECT NAME: Temporary Emergency Shelter</b> Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	<b>AGREEMENT No.17-028</b>
<b>SUBRECIPIENT: NORTHWEST HOUSING ALTERNATIVES, INC.</b>	

**1. General Performance Standards**

- a. SUBRECIPIENT ensures that all staff employed or contracted by SUBRECIPIENT who provide services or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this Agreement.
- b. SUBRECIPIENT assures that all of SUBRECIPIENT's employees and independent contractors providing services under this agreement will work within the scope of their credentials and any applicable licensure or registration. SUBRECIPIENT shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.
- c. Performance standards for this program shall comply in all respects with those outlined in the EFSP Phase 33 Manual (Exhibit F).

**2. Staff**

SUBRECIPIENT will provide the following for all staff that are in direct contact with COUNTY clients:

- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System and compliant with ORS chapter 181 and OAR 407-007-0000 through 407-007-0370;
- Appropriate education and academic degrees;
- Licenses or certificates, as required;
- Relevant work history or qualifications;

**3. Monitoring**

COUNTY shall monitor services provided by SUBRECIPIENT and has the right to require SUBRECIPIENT's compliance with established standards and performance requirements relative to the services provided, administrative and fiscal management, and with all obligations and conditions stated in this agreement.

COUNTY may conduct compliance monitoring related to this agreement. SUBRECIPIENT shall cooperate with COUNTY in such monitoring. COUNTY shall provide SUBRECIPIENT twenty (20) business days written notice of any agreement compliance monitoring activity that requires any action or cooperation by SUBRECIPIENT. Notice of monitoring shall include the date monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

**4. Confidentiality**

SUBRECIPIENT agrees that SUBRECIPIENT, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency.

**5. Drug-Free Workplace**

To the extent required by Federal law, SUBRECIPIENT will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing a drug-free awareness program to inform employees of:
  - (1) The dangers of drug abuse in the workplace;
  - (2) SUBRECIPIENT's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by subsection 13(a) above.
- d. Notifying the employee in the statement required by subsection 13(a) that as a condition of employment on such contract, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Notify the COUNTY within 10 days after receiving notice under subsection 5.d.(2) from an employee or otherwise receiving actual notice of conviction.
- f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).

**EXHIBIT F**  
**EFSP Phase 33 Manual**

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<b>PROJECT NAME: Temporary Emergency Shelter</b> Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	<b>AGREEMENT No.17-028</b>
<b>SUBRECIPIENT: NORTHWEST HOUSING ALTERNATIVES, INC.</b>	

Attached

**EXHIBIT G**  
**EFSP Phase 33 Key Changes, Program Clarifications and Reminders**

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<b>PROJECT NAME: Temporary Emergency Shelter</b> Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 32 Funds, CFDA # 97.024	<b>AGREEMENT No.17-028</b>
<b>SUBRECIPIENT: NORTHWEST HOUSING ALTERNATIVES, INC.</b>	

Attached

December 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with  
The Inn for Shelter for Displaced Youth

<b>Purpose/Outcomes</b>	Contractor will provide shelter bednights to displaced youth in Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	\$12,166
<b>Funding Source</b>	Emergency Food and Shelter Program (EFSP) grant funds. No County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	December 1, 2015 through March 31, 2017
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	8007

**BACKGROUND:**

Social Services Division of the Health, Housing and Human Services Department requests approval of a Subrecipient Grant Agreement with The Inn. The Inn will provide shelter bednights to displaced youth, 16-20 years of age, who are found to be out of home and in need of shelter within Clackamas County.

This agreement is funded with Emergency Food and Shelter Program (EFSP) grant funds from the Federal Department of Homeland Security for the express purpose to serve the hungry and homeless population.

This Subrecipient Agreement is effective December 1, 2015 through March 31, 2017. The reason for the retroactive effective date is the funding received 11/30/2016 allows for expenses to be paid back to December 1, 2015. The value of the agreement is \$12,166. There are no County General Funds involved.

**RECOMMENDATION:**

Staff recommends approval of this Subrecipient Agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services Department



**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 17-031**

Project Name: *Emergency Food & Shelter Program (EFSP)*  
Project Number:

This Agreement is between Clackamas County, Oregon, acting by and through its Health, Housing and Human Services Department, Social Services Division (COUNTY) and The Inn Home for Boys (SUBRECIPIENT) an Oregon Nonprofit Corporation.

**Clackamas County Data**

Grant Accountant: <i>Sue Aronson</i>	Program Manager: <i>Luellen Oakley</i>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503)742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 (503)650-5725 luellen.oak@clackamas.us

**Subrecipient Data**

Finance/Fiscal Representative: <i>Diane Thomas</i>	Program Representative: <i>Natalie Wood</i>
The Inn 9138 SE St. Helens Clackamas, Oregon 97015 (503)234-8757 x2 dthomas@theinnhome.org	The Inn 9138 SE St. Helens Clackamas, Oregon 97015 (503)234-8757 x2 nwood@theinnhome.org
DUNS: 180757437	

**RECITALS**

1. Whereas homelessness remains a persistent problem in most of Clackamas County, including urban, rural and suburban areas;
2. Whereas homelessness affects some of the most vulnerable Clackamas County residents, with almost half of the identified homeless being children under the age of 18, and significant numbers of veterans, people with disabilities, women fleeing domestic violence and older adults suffering homelessness;
3. Whereas homeless individuals are frequent victims of crime and often experience health problems;
4. Whereas many homeless adults want to work but are not employable without a safe place to sleep at night;
5. Whereas COUNTY has received federal funding under the Emergency Food and Shelter Program (EFSP), authorized by the Stewart B. McKinney Homeless Assistance Act of 1987, as amended, Title 3, Section 301, Public Law 100-77, 42 U.S.C 11331-11346. The EFSP was created in 1983 to supplement and expand the work of local social service agencies, both nonprofit and governmental, in an effort to help people with economic (rather than disaster-related) emergencies.

**The Inn (8007)**

Subrecipient Grant Agreement – #17-031 EFSP

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6. Whereas funding provided in this award is intended to supplement costs associated with the provision of emergency shelter services at the Springwater shelter in Milwaukie, Oregon, operated by SUBRECIPIENT, in order to provide transitional shelter services to adults and families who require case management activities with attendant shelter to stabilize their shelter needs while providing for the development of essential living skills necessary to achieve long-term independent housing situations.
7. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

**AGREEMENT**

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the **December 1, 2015** and shall expire on **March 31, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the EFSP award number 33-7080-00 005 E1 (Federal award date: 09/01/16) that is the source of the grant funding, in addition to Award Special Terms and Conditions, Program Information, and EFSP Manuals, Addenda, and other required information in Exhibits F-I, which are attached to and made a part of this agreement by this reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement is **EFSP 33** (Catalogue of Federal Domestic Assistance [CFDA] #: **97.024**) issued to the COUNTY by the United Way on behalf of the U.S. Department of Homeland Security. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$12,166**. This is a fixed unit price grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Invoice Template and Exhibit E: Awards Special Terms and Conditions. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority

**The Inn (8007)**

Subrecipient Grant Agreement – #17-031 EFSP

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sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.
  - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
  - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
  - e) **Match.** Matching funds are not required for this Agreement.
  - f) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
  - g) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Invoice Template.
  - h) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable for this award.
  - i) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit a completed Exhibit D: Invoice Template on a monthly basis.
  - j) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits D) and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 15 calendar days after the end date of this Agreement.

- k) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- l) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- m) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying Certificate) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- n) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- If SUBRECIPIENT receives \$100,000 or more in EFSP funds, SUBRECIPIENT must arrange for an independent audit of funds to coincide with the next scheduled audit of its financial affairs. If receiving \$50,000 to \$99,999 in EFSP funds, SUBRECIPIENT must arrange for an annual accountant's review of funds to coincide with the next scheduled annual review of its financial affairs. However, it is not necessary to have a separate, independent audit/review for this award so long as program funds are treated as a separate element in SUBRECIPIENT'S regular annual audit/review.
- o) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue

**The Inn (8007)**

Subrecipient Grant Agreement – #17-031 EFSP

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pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

- p) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- q) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for EFSP 33, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- r) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

**10. Compliance with Applicable Laws**

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality, including those outlined in the EFSP Program Manual in Exhibit F.

#### 11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

#### 12. General Agreement Provisions

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

**The Inn (8007)**

Subrecipient Grant Agreement -- #17-031 EFSP

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- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
  - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
  - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
  - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. "Clackamas County, its agents, officers and elected officials" must be named as additional insureds on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

**The Inn (8007)**

Subrecipient Grant Agreement – #17-031 EFSP

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- 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
  - 10) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- 
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
  - e) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
  - f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
  - g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
  - h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
  - i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
  - j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
  - k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
  - l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.



**The Inn (8007)**

Subrecipient Grant Agreement – #17-031 EFSP

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- Exhibit A: Subrecipient Statement of Program Objectives
- Exhibit B: Subrecipient Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Request for Reimbursement
- Exhibit E: Award Special Terms and Conditions
- Exhibit F: EFSP Phase 33 Manual
- Exhibit G: EFSP Phase 33 Key Changes and Clarifications

*(signature page follows)*


**The Inn (8007)**

Subrecipient Grant Agreement – #17-031 EFSP

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

**THE INN**

By:   
\_\_\_\_\_  
Natalie Wood, Executive Director  
November 25, 2016

Date  
9138 SE St. Helens  
Street Address  
Clackamas, Oregon 97015  
City / State / Zip  
(503)234-8757 x 20 /  
Phone / Fax

**CLACKAMAS COUNTY**

Commissioner: John Ludlow, Chair  
Commissioner: Jim Bernard  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Tootie Smith

Signing on Behalf of the Board:

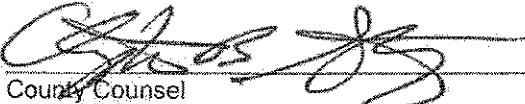
\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Service Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

Approved to Form:

  
\_\_\_\_\_  
County Counsel

22 Nov 2016  
\_\_\_\_\_  
Date

**The Inn (8007)**

Subrecipient Grant Agreement – #17-031 EFSP

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**EXHIBIT A  
Statement of Program Objectives**

<b>PROJECT NAME: Temporary Emergency Shelter</b> Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	<b>AGREEMENT No.17-031</b>
<b>SUBRECIPIENT: THE INN</b>	

**Program Objectives**

Provide shelter bed nights to displaced youth, 16-20 years of age, who are found to be out of home and in need of shelter.

Shelter Bed Night Services

1. Provide transitional shelter services to displaced youth, ages 16-20 years, who require case management activities with attendant shelter to stabilize their shelter needs while providing for the development of essential living skills necessary to achieve long-term independent housing situations.
2. In operating the shelter identified above, SUBRECIPIENT shall ensure that all applicable standards for zoning and safety are met or exceeded, and that required supervision of the facility is provided in keeping with local regulation or requirement.

**Performance Standards**

1. SUBRECIPIENT shall, and shall cause, Denial, Appeal and Fair Hearing procedures accessible to applicants upon request.
2. SUBRECIPIENT may terminate assistance to participants who violate program requirements. SUBRECIPIENT shall have in place a procedure that governs the termination and grievance process. These procedures should describe the program requirements and the termination process, as well as the grievance procedure which recognizes the rights of individuals who may be affected. Termination and grievance procedures shall be clearly communicated to and easily understood by program participants and readily available upon request, or posted in a public location.
3. SUBRECIPIENT shall assure that completed applications and household benefits are valid and correct.
4. SUBRECIPIENT shall maintain clear policies for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program assistance services.
5. SUBRECIPIENT shall maintain clear procedures for dealing with applicants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to COUNTY.
6. SUBRECIPIENT shall maintain clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to COUNTY.
7. SUBRECIPIENT shall assure that all necessary documentation is included in client files. This includes documentation of homeless status used to determine program eligibility.

### Reporting Requirements

#### Program Specific Reporting

1. SUBRECIPIENT shall comply with current Homeless Management Information System (HMIS) Policies and procedures and adhere to all HMIS reporting requirements.
2. SUBRECIPIENT shall assure that data entry into HMIS occurs in an accurate and timely manner.
3. SUBRECIPIENT shall maintain and provide to COUNTY, as requested, information as required by State and Federal funding sources for reporting purposes. Data collection in HMIS shall include universal data elements, services, and funding source. Additional information will be provided by the COUNTY for collection of fund source. Information requested will comply with all State and Federal laws regarding client confidentiality.
4. Supporting documentation must be retained on-site, e.g. service records and sign-in logs.

#### Performance Measures

SUBRECIPIENT shall operate its shelter program in a manner designed to achieve the following performance goals:

1. Increased housing stability as measured by the percentage of households served who exit temporary emergency shelter program into permanent housing. Preliminary statewide target is 30%.
2. Increased housing stability as measured by the percentage of households served entering permanent housing with stays of six months or longer. Statewide target is 80%.

**The Inn (8007)**

Subrecipient Grant Agreement – #17-031 EFSP

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**EXHIBIT B  
SUBRECIPIENT Program Budget**

<b>PROJECT NAME: Temporary Emergency Shelter</b> Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	<b>AGREEMENT No.17-031</b>
<b>SUBRECIPIENT: THE INN</b>	

Total maximum compensation under this contract shall not exceed **\$12,166** of EFSP funds for emergency temporary shelter. The EFSP funds equate to 974 bed nights at \$12.50 per person in residence per night

EXHIBIT C – LOBBYING CERTIFICATE

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.


This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Please do not alter this form; any questions regarding the form should be directed to EFSP staff.

The Inn  
LRO Name

708000-005  
LRO ID Number (9 digits)

NATALIE WOOD EXECUTIVE DIRECTOR  
Representative Name

  
Representative Signature Date (month/day/year)

NOVEMBER 25, 2016

EXHIBIT D  
 Sample Invoice Template

# INVOICE

<b>PROJECT NAME: Temporary Emergency Shelter</b> Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 32 Funds, CFDA # 97.024	<b>INVOICE DATE: MM/DD/YYYY</b> <b>AGREEMENT NO. 17-031</b> <b>CONTRACT NO. 8007</b>
<b>NAME/ADDRESS/PHONE NUMBER OF SUBRECIPIENT:</b> <b>THE INN</b> Diane Thomas 9138 SE St. Helens Clackamas, Oregon 97015 Phone: (503)234-8757 x 2 E-mail: dthomas@theinnhome.org	

<b>Month Service Provided:</b> _____ <i>Month/Year</i>
--

**To:** Clackamas County Social Services Division  
 Attn: Luellen Oakley  
 2051 Kaen Road  
 Oregon City, OR 97045  
 or by email to: [luellenoak@clackamas.us](mailto:luellenoak@clackamas.us)  
 Direct Line: (503)655-8646  
 Fax: (503)655-8889

DATE OF SERVICE	# OF BEDNIGHTS	RATE PER BEDNIGHT	LINE TOTAL
		\$12.50	
		\$12.50	
		\$12.50	
		\$12.50	
		\$12.50	
		\$12.50	
		\$12.50	
		\$12.50	

### CERTIFICATION

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

Prepared by: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Authorized Signer: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Exhibit E**  
**Award Special Terms and Conditions**

<b>PROJECT NAME:</b> Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	<b>AGREEMENT No. 17-031</b>
<b>SUBRECIPIENT: THE INN</b>	

**1. General Performance Standards**

- a. SUBRECIPIENT ensures that all staff employed or contracted by SUBRECIPIENT who provide services or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this Agreement.
- b. SUBRECIPIENT assures that all of SUBRECIPIENT's employees and independent contractors providing services under this agreement will work within the scope of their credentials and any applicable licensure or registration. SUBRECIPIENT shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.
- c. Performance standards for this program shall comply in all respects with those outlined in the EFSP Phase 33 Manual (Exhibit F).

**2. Staff**

SUBRECIPIENT will provide the following for all staff that are in direct contact with COUNTY clients:

- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System and compliant with ORS chapter 181 and OAR 407-007-0000 through 407-007-0370;
- Appropriate education and academic degrees;
- Licenses or certificates, as required;
- Relevant work history or qualifications;

**3. Monitoring**

COUNTY shall monitor services provided by SUBRECIPIENT and has the right to require SUBRECIPIENT's compliance with established standards and performance requirements relative to the services provided, administrative and fiscal management, and with all obligations and conditions stated in this agreement.

COUNTY may conduct compliance monitoring related to this agreement. SUBRECIPIENT shall cooperate with COUNTY in such monitoring. COUNTY shall provide SUBRECIPIENT twenty (20) business days written notice of any agreement compliance monitoring activity that requires any action or cooperation by SUBRECIPIENT. Notice of monitoring shall include the date monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

**4. Confidentiality**

SUBRECIPIENT agrees that SUBRECIPIENT, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency.



**5. Drug-Free Workplace**

To the extent required by Federal law, SUBRECIPIENT will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing a drug-free awareness program to inform employees of:
  - (1) The dangers of drug abuse in the workplace;
  - (2) SUBRECIPIENT's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by subsection 13(a) above.
- d. Notifying the employee in the statement required by subsection 13(a) that as a condition of employment on such contract, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Notify the COUNTY within 10 days after receiving notice under subsection 5.d.(2) from an employee or otherwise receiving actual notice of conviction.
- f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).

**EXHIBIT E**  
**EFSP Phase 33 Manual**

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<b>PROJECT NAME:</b> Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	<b>AGREEMENT No.17-031</b>
<b>SUBRECIPIENT: THE INN</b>	

Attached

**EXHIBIT F**  
**EFSP Phase 33 Key Changes, Program Clarifications and Reminders**

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<b>PROJECT NAME: Temporary Emergency Shelter</b> Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 32 Funds, CFDA # 97.024	<b>AGREEMENT No.17-031</b>
<b>SUBRECIPIENT: THE INN</b>	

Attached

December 8, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #2 to a Professional Services Agreement with Bridges to Change for providing mentor services for the County's Adult Drug Court Program.

<b>Purpose/Outcomes</b>	Provide mentor services for the County's Adult Drug Court Program.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #02 increases Agreement by \$60,155.64, the second year budget. Contract maximum value is \$122,159.64.
<b>Funding Source</b>	SAMHSA Grant. No County General Funds are involved.
<b>Duration</b>	Effective October 01, 2016 and terminates on September 30, 2017
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Previous Board Action</b>	No previous Board Action
<b>Contact Person</b>	Tracy Garell, Behavioral Health Clinic Manager – 503-723-4803
<b>Contract No.</b>	7324-02

**BACKGROUND:**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #2 to a Professional Services Agreement with Bridges to Change for providing mentor services for the County's Adult Drug Court Program.

These additional funds are for the second year of the SAMHSA grant for mentor services to the participants in the County's Adult Drug Court program.

This contract is effective October 1, 2016 and continues through September 30, 2017. This contract has been reviewed by County Counsel on November 28, 2016.

**RECOMMENDATION:**

Staff recommends the Board approval of this amendment and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services

December 8, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a Professional Services Agreement with CompHealth Locum Tenens  
for temporary physician staff

<b>Purpose/Outcomes</b>	This Agreement is for hiring temporary physician staff on an as needed bases.
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$150,000.
<b>Funding Source</b>	Health Centers Clinic's fee for service No County General Funds are involved.
<b>Duration</b>	May 25, 2016 – April 30, 2017.
<b>Strategic Plan Alignment</b>	1. Efficient and Effective Services 2. Ensure safe, healthy and secure communities.
<b>Previous Board Action</b>	No previous action
<b>Contact Person</b>	Deborah Cockrell, Health Centers Director – 503-742-5495
<b>Contract No.</b>	7758

**BACKGROUND:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a Professional Services Agreement with CompHealth Locum Tenens for temporary physician staff.

These services are used to supplement coverage at the Heal Center clinics while vacancies are filled and for vacation coverage. The maximum value of this contract to \$150,000. Agreement is effective May 25, 2016 and will terminate on April 30, 2017. This Agreement was reviewed by County Counsel on November 22, 2016.

**Recommendation**

We recommend approval of this agreement and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted

Richard Swift, Director  
Health, Housing, and Human Services



## Clackamas County Agreement #7758

### AGREEMENT FOR PHYSICIAN LOCUM TENENS COVERAGE FEES IN SIGNED CONFIRMATION

This Agreement for Physician Locum Tenens Coverage, Fees in Signed Confirmation (“Agreement”) by and between Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division (“Client”), with its principal place of business located at 2051 Kaen Road #367, Oregon City, OR 97045, and CompHealth (“CompHealth”), with its principal place of business located at 6440 South Millrock Dr., Suite 175, Salt Lake City, UT 84121 (collectively the “Parties” and each individually a “Party”) is hereby entered into, made and effective as of May 25, 2016 (“Effective Date”).

#### 1. INTENT OF AGREEMENT

Client is in need of physician locum tenens staffing services. CompHealth is a locum tenens staffing company. By this Agreement, the Parties intend that CompHealth will present physicians (“Physician(s)”) to provide clinical services to Client on a temporary basis (“Physician Coverage”) for the time periods requested by Client (“Assignment(s)”). This Agreement describes the relationship between the Parties with respect to Physician Coverage.

#### 2. DUTIES OF COMPHEALTH

**2.A Arrangement of Assignments.** In response to Client’s request for Physician Coverage and subject to availability, CompHealth will present Physicians to Client for consideration. Client has the right to reject any Physician so presented. Client may request an unlimited number of Assignments hereunder.

**2.B Confirmations.** After arrangements have been made for a Physician to furnish Physician Coverage in response to a requested Assignment CompHealth will confirm the requested Assignment in writing via an acknowledgment sent to Client (“Confirmation”). Each Confirmation shall include the name and specialty of Physician furnishing services hereunder, the dates and location of the Assignment, the Fees for the Assignment (as defined below), the applicable Contract Buyout Fee (as defined below) and deviations to this Agreement for that Assignment, if any. All Assignments are binding and subject to the cancellation provisions below once Client has signed the Confirmation. Client agrees to return signed Confirmations within two (2) business days of receipt or promptly object to incorrect Confirmations.

**2.C Physicians as Independent Contractors of CompHealth.** Each Physician is an independent contractor of CompHealth. CompHealth shall be responsible for compensating Physicians directly. As independent contractors, CompHealth does not withhold or pay employment taxes for Physicians or furnish Worker’s Compensation, unemployment insurance, retirement benefits or health and accident insurance. CompHealth’s interest is in facilitating Physician Coverage. CompHealth does not make clinical decisions for Physicians and does not otherwise direct or control the clinical services furnished by Physicians. CompHealth makes no guarantee regarding any Physician and specifically disclaims the same.

**2.D Licensure.** CompHealth shall require each Physician furnishing Physician Coverage hereunder to be appropriately licensed. Physician shall be responsible for maintaining his or her license in good standing, if applicable.

**2.E Assignment of Billing Rights, Chart Documentation.** Fees due from patients as a result of Physician Coverage belong to Client. CompHealth agrees to direct Physicians to promptly execute such documents as are reasonably required to assign billing rights to Client. CompHealth directs Physicians to promptly complete chart documentation. Client shall furnish Physician with orientation to Client’s charting processes at the start of an Assignment and furnish Physician adequate time to complete charting during the Assignment. Client shall take all reasonable measures to complete transcription prior to Physician’s departure from an Assignment.

**2.F Insurance and Indemnification.** Insurance and indemnification will be provided as outlined in Exhibit A attached hereto and incorporated by reference.

**2.G Certification Statement and Worker’s Compensation Exempt Form.** Each Physician shall be directed to complete the Certification Statement and Worker’s Compensation Exempt Form attached as Exhibit B prior to the start date of any Assignment.

#### 3. DUTIES OF CLIENT

**3.A Client to Furnish Practice Description, Establish Work Schedule.** For each Assignment, Client shall provide a practice description (“Practice Description”). Client agrees to not request Physician to perform work which materially deviates from the Practice Description. Client shall provide each Physician with a reasonable work schedule, the details of which shall be outlined in the Practice Description for each Assignment. Client shall assist Physician and CompHealth, as applicable, with completion of Physician’s work records as may be required.

**3.B Client to Furnish Equipment and Supplies, Privileges.** Client acknowledges and agrees that it is responsible for its facilities, equipment, practice methods and environment, protocols, staffing levels, privileging and related matters

and that CompHealth does not direct, control nor have any responsibility for such matters. Client shall be responsible to provide each Physician with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards. Client will use all commercially reasonable efforts to complete Physician's privileges at Client's worksite prior to the Assignment start date. Client is responsible for the costs associated with obtaining privileges for each Physician that furnishes Physician Coverage hereunder.

**3.C Housing & Travel Arrangements.** Unless otherwise specified in the Confirmation, for each Assignment CompHealth shall make arrangements for and provide: a) reasonable living accommodations, **not to exceed GSA rate applicable to Client as listed at the time such arrangements are made**; b) reasonable round trip transportation to and from the Assignment, including applicable baggage fees as outlined in the Confirmation for each Assignment; and c) local transportation ("Travel and Housing", which definition shall include a pro rata allocation for automobile insurance). Client agrees to reimburse CompHealth for the cost of Travel and Housing. The Parties may agree on a per Assignment basis that Client shall make arrangements for and provide Travel and Housing at its cost (except that in all cases Client shall reimburse CompHealth for mileage at the current standard IRS mileage rate when Physician uses his or her own personal automobile). Agreements for Client to provide Travel and Housing shall be stated in the Confirmation for the related Assignment. **Notwithstanding the foregoing, Client shall not be responsible for daily mileage costs associated with traveling to and from the Assignment.**

**3.D Practice Standards.** Client shall comply with all applicable Joint Commission standards (if so accredited, Client need not comply with Joint Commission standards if not so accredited), OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. CompHealth will direct Physicians to comply with Client's policies and procedures and all applicable professional standards, laws, rules, regulations and Joint Commission standards if Client is so accredited. Client is responsible to inform Physicians of Client policies and procedures, including Joint Commission standards, if so accredited.

**3.E Risk Management and Incident Reporting Cooperation.** Client agrees to cooperate with CompHealth's reasonable risk management and quality assurance activities. Should Client become aware of an incident or claim which may give rise to a claim under CompHealth's professional liability policy of insurance, Client agrees to promptly notify CompHealth of the nature of the claim and report all necessary information related to the claim. If Client is itself a staffing company or group that provides medical coverage to facilities, Client agrees to require its clients to agree to promptly notify Client and CompHealth of any incidents or claims which may give rise to a claim under CompHealth's professional liability policy of insurance. Client understands and agrees that failure to report an incident may result in loss of coverage. The obligations of this Paragraph 3.E shall survive any termination of this Agreement.

**3.F Change in Worksite Location.** Should Client wish to change the location of the worksite during any Assignment, it agrees to secure CompHealth's advance permission. In the event that Client wishes to change the location of the worksite, and such change results in the Physician having to commute more than thirty (30) minutes or thirty (30) miles from Physician's housing accommodations, then the Parties shall mutually agree upon a resolution that fairly compensates CompHealth and Physician for the change, which may include but is not necessarily limited to charges for Costs (as defined in Paragraph 5.A below) incurred in securing housing accommodations closer to the new worksite.

#### 4. FEES

**4.A Fees.** Client shall pay CompHealth fees ("Fee(s)" or "Fee Schedule") for Physician Coverage for each Assignment as specified in the Confirmation for that Assignment.

**4.B Prepayment.** CompHealth reserves the right to require pre-payment during the Term of this Agreement if, in its sole discretion, Client's credit and payment history warrant doing so. CompHealth will bill actual charges and reconcile those charges against any pre-payments made by Client. Upon reconciliation should a credit balance result, CompHealth will, at its discretion, either refund the difference or apply the credit towards Fees and/or Travel and Housing costs related to Assignment(s) scheduled hereunder.

**4.C Invoicing.** Fees are invoiced bi-weekly. Fees are determined based upon Physician's work record. Invoices will include Housing and Travel charges incurred, **which shall be evidenced by a receipt to be included with such invoice**, if applicable, and other charges agreed upon in the Confirmation, if any. It is understood that Travel and Housing charges may not appear on invoices immediately after the charges have been incurred and will instead appear when CompHealth is billed for these charges by its vendors. Client agrees to pay all applicable sales tax and/or reimburse CompHealth for all applicable excise and gross receipts type taxes. Payment for each two-week period is due within **thirty (30) days from the invoice date**.

**4.D Holiday Premium.** Intentionally omitted.

#### 5. TERM, CANCELLATION AND REMOVAL OF PHYSICIAN

**5.A Cancellation of an Assignment.** For all confirmed Assignments (as evidenced by Client's signature on the Confirmation for the related Assignment), Client must provide to CompHealth written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received **three (3) days after Client sends such notice to CompHealth**. In the event that Client provides less than thirty (30) days notice of

cancellation Client shall be responsible as liquidated damages but not as a penalty for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (“Damages”). Client shall also be responsible for payment of other actual fees and charges that may result from cancellation of an Assignment, including but not limited to Travel and Housing costs (“Costs”) in addition to any Fees for Physician Coverage actually performed. In the event that an Assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (also “Damages”) as well as Costs that may result from cancellation as described in this Paragraph 5.A. Notwithstanding the foregoing, and provided that Client communicated its minimum credentialing and/or privileging requirements in writing at the time it requested an Assignment, in the event that a Physician is not granted privileges required for any Assignment or does not meet Client’s minimum credentialing requirements, then Client shall not be liable for any Damages or Costs associated with cancellation. Client may be requested to provide documentation evidencing that Physician does not meet Client credentialing requirements or was not granted privileges.

**5.B Removal of Physician for Reasons Relating to Competence.** Should Client determine that a Physician must be removed from an Assignment for reasons related to demonstrated professional incompetence or professional misconduct at any time during the Assignment, Client shall communicate to CompHealth the reason for the removal request in advance of removal and cooperate with CompHealth in providing necessary risk management information. CompHealth shall verify and assess the reason for the requested removal and promptly notify Physician of the removal. CompHealth reserves the right to first counsel Physician and provide an opportunity for Physician to correct any deficiencies prior to any such removal if, in Client’s reasonable discretion, there is no risk of patient endangerment. CompHealth will not remove a Physician from an Assignment for discriminatory reasons.

**5.C Inability to Fill Requests for Physician Coverage.** CompHealth does not guarantee the ability to fill Assignments requested hereunder. In the event a Physician for a binding Assignment cancels, CompHealth shall exercise best efforts to present a replacement Physician but shall have no other liability.

**5.D Termination of Agreement.** Either Party may terminate this Agreement or any Assignment with thirty (30) days notice, subject to Paragraph 5.A above. Termination by Client must be in writing. In the event of Client’s failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement. The obligation to pay monies due under this Agreement shall survive termination.

**5.E Term.** The term of this Agreement (“Term”) shall begin on the Effective Date and continue for a period of one (1) year. The Parties agree that the maximum Agreement value shall not exceed \$150,000.00.

## 6. CONTRACT BUYOUT

**6.A Client Offer of Position to Physician.** Client agrees that should it, or any third party introduced to Physician by Client (when the introduction has been made for the purpose of enabling the third party to recruit Physician for Work or when the third party is a facility to whom Client has furnished Physician’s services), offer Work (as defined below) to any Physician introduced to Client by CompHealth for a period of twenty-four (24) months after the first date of introduction to Client or, if Physician has furnished Physician Coverage for Client, for a period of twenty-four (24) months after the last day of Physician’s last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CompHealth as consideration for the introduction a contract buyout fee in the amount as listed in the related Confirmation (“Contract Buyout Fee”) per Physician so hired or engaged, regardless of whether or not that Physician actually performed work for Client through CompHealth. This Paragraph 6.A shall survive termination of this Agreement. Client’s decision to offer a Physician Work hereunder shall exclusively be Client’s and CompHealth shall bear no liability for Client’s hiring decision. Should CompHealth fail to issue a Confirmation or fail to list a Contract Buyout Fee in a Confirmation, the Contract Buyout Fee shall be the current market rate as determined by CompHealth.

**6.B Client Notification of Previous Knowledge of Physician.** Client must inform CompHealth in writing within two (2) business days if any Physician presented by CompHealth is already known to Client through means other than CompHealth. If Client fails to so notify CompHealth, CompHealth shall be deemed to have made the introduction.

**6.C Contract Buyout Fee Payment Terms.** If a Physician accepts Work, the Contract Buyout Fee must be paid in full prior to the first day the Physician performs services in the new position. Fees shall be assessed for Physician Coverage up to the date the Contract Buyout Fee is paid. Once the Contract Buyout Fee is paid for any Physician under this Agreement, CompHealth shall not assess further Fees for that Physician except for Client’s obligation to reimburse CompHealth for outstanding Travel and Housing costs, if any.

**6.D Definition of Work.** For purposes of this Agreement, “Work” shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company, medical group or other entity.

## 7. STANDARDS OF SERVICE

**7.A Medicare and Medicaid Fraud Representation.** Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each Party represents that to the best of its reasonable knowledge its currently practicing staff (to include for CompHealth the Physicians and for Client its physicians and staff, hereinafter collectively “Staff”) are not under sanction by a state or federal



governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual Staff.

**7.B Health Insurance Portability and Accountability Act of 1996 (HIPAA).** In order to carry out its insurance obligations hereunder and for risk management purposes, CompHealth occasionally may receive or request patient information. CompHealth may be deemed to be a business associate as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). As a business associate, CompHealth agrees to: a) implement appropriate safeguards and maintain individually identifiable patient health information (“Protected Health Information” or “PHI”, including electronic PHI) as required by HIPAA; b) use and disclose only the minimum necessary PHI; c) use and disclose PHI only as permitted under HIPAA for legal, management and administrative purposes in connection with treatment, payment and healthcare operations or as required by law; d) promptly notify Client of disclosures of PHI in violation of HIPAA; e) promptly make PHI available to Client and patients upon request;. CompHealth acknowledges that PHI received from Client shall remain Client’s property and that within ten (10) business days of Client’s request or upon termination of this Agreement, said PHI shall be returned to Client or be destroyed, if Client so directs. If such return or destruction is infeasible, CompHealth shall use such PHI only for purposes that make such return or destruction infeasible and the provisions of this Agreement shall survive with respect to such PHI.

**7.C Availability of Books and Records.** To assist Client in verification of Medicare and Medicaid reimbursable costs, and in order to fulfill HIPAA requirements, CompHealth agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at CompHealth corporate offices such agreements, books, documents, and records as are required by law.

## **8. GENERAL**

**8.A Interest and Attorney’s Fees.** *Intentionally omitted.*

**8.B Patient Compensation Funds.** *Intentionally omitted.*

**8.C Entire Agreement.** This Agreement contains the entire agreement between CompHealth and Client relating to Physician Coverage as herein arranged. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Physician Coverage. This Agreement may be limited to a particular department or division of Client if so indicated, in which case this is the entire agreement between the Parties relating to Physician Coverage for that particular department or division only and supersedes all prior agreements relating to that particular department or division only. Confirmations hereunder, which shall be in writing and shall only require Client’s signature, may function to amend this Agreement on a per Assignment basis only. All other amendments to this Agreement must be in writing and signed by both Parties. In the event of a conflict between this Agreement and any Confirmation, the Confirmation shall control with respect to the Assignment covered by the Confirmation only.

**8.D Notices.** For all notices required hereunder, including Confirmations, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

**8.E Severability, Successors, Discrimination, Governing Law.** If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party’s successors in interest. Neither Party shall discriminate against any Physician on the basis of race, age, gender, disability, religion, national origin, military/veteran status, pregnancy, sexual orientation, or any other classification protected by law. This Agreement shall be governed by the laws of the State of **Oregon**.

**8.F Client as Staffing Company or Medical Group Furnishing Clinical Services to Facilities.** In the event that Client is itself a staffing company or medical group using CompHealth Physicians to furnish clinical services to facilities, Client agrees to require its clients to agree to the provisions of Paragraphs 3.A, 3.B, 3.D, 3.E and 7.A of this Agreement. The fact that Client is itself a staffing company or medical group using CompHealth Physicians to provide clinical services to facilities shall not limit, modify or reduce any of Client’s obligations hereunder.

**8.G Facsimile Signature Deemed Original.** A facsimile signature hereon shall have the same effect as an original.

**8.H Limitation of Liability.** In no event shall either Party be liable for any indirect, exemplary, incidental, special, punitive or consequential damages (including damages to business reputation, lost business or lost profits) however caused, arising from or relating to the Agreement or any breach hereof, even if that Party has been advised of the possibility or likelihood of such damages. The foregoing exclusions and limitations of liability shall not apply with regard to Client’s liability for breach of any obligations outlined in Sections 3 and 5.

**8.1 Handwritten Revisions, Additional Terms or Purchase Orders.** Handwritten revisions made to this Agreement which are not initialed and dated by CompHealth and Client will be deemed to have been rejected. The terms and conditions of any purchase order or other document issued by Client in connection with this Agreement and which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding upon CompHealth and shall not be deemed to modify this Agreement unless the same is executed by CompHealth and Client by a duly authorized representative.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing Agreement for Physician Locum Tenens Coverage, Fees in Signed Confirmation. By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing.

CLACKAMAS COUNTY ACTING BY AND THROUGH ITS COMPHEALTH  
HEALTH, HOUSING AND HUMAN SERVICES  
DEPARTMENT, HEALTH CENTERS DIVISION

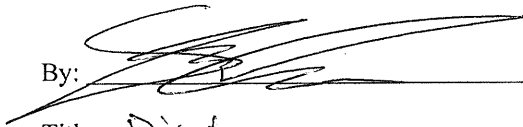
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Federal Tax I.D.# or Social Security #

By:  \_\_\_\_\_

Title: Director

Date: 11-28-16

Printed Name: Shay Rolfson

JDE# 1773109

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**EXHIBIT A**  
**Insurance and Indemnification**

**INSURANCE REQUIREMENTS**

**A. Commercial General Liability**

Required by COUNTY                       Not required by COUNTY

COMPHEALTH agrees to furnish COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate for personal injury and property damage for the protection of COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property arising out of COMPHEALTH's performance of Services pursuant to the Agreement. COUNTY, at its option and upon entering into a Non-Disclosure Agreement with CompHealth, may require a complete copy of the above policy.

**B. Automobile Liability – N/A**

**C. Professional Liability**

Required by COUNTY                       Not required by COUNTY

COMPHEALTH agrees to furnish COUNTY evidence of professional liability insurance for each Physician while on Assignment with COUNTY to cover all incidents which may occur during an Assignment, regardless of when a claim is made, in limits of \$1,000,000 per incident/\$3,000,000 in aggregate or such limits as may be required by law. Insurance coverage is subject to the terms of the policy and covers medical malpractice only. COUNTY, at its option and upon entering into a Non-Disclosure Agreement with CompHealth, may require a complete copy of the above policy.

D. If any other required liability insurance is written on a "claims made" basis, COMPHEALTH shall be responsible for arranging and maintaining adequate "tail" coverage in the form of an extended endorsement to cover all claims which may be brought in connection with locum tenens physician services rendered by Physicians to COUNTY, regardless of when the claim is made.

E. COMPHEALTH shall be required to name COUNTY as additional insured on COMPHEALTH's commercial general liability policy of insurance only. COMPHEALTH shall maintain worker's compensation insurance in amounts as required by law covering its employees who are in any way engaged in or connected with the performance of Services under the Agreement. COUNTY expressly acknowledges and agrees that Physicians furnishing locum tenens coverage hereunder are not employees of COMPHEALTH. The commercial general liability insurance shall include an endorsement naming COUNTY as

additional insured for liability arising out of the performance of the Agreement. The endorsement shall be in the form of a blanket endorsement. COMPHEALTH shall provide COUNTY with sixty (60) days written notice of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to COUNTY under this insurance. All insurance described herein shall be primary to and not contributing to any insurance or self-insurance maintained by COUNTY. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against COUNTY. Such endorsement shall be in the form of a blanket endorsement.

## **INDEMNIFICATION**

COMPHEALTH agrees to indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of COMPHEALTH, and COMPHEALTH's officers, agents and employees, in performance of this Agreement. COMPHEALTH's obligation to indemnify excludes the independent contractor physician's acts and omissions, which are addressed under the professional liability insurance of the Physician.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, COUNTY agrees to indemnify, defend and hold harmless COMPHEALTH and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of COUNTY, and COUNTY'S officers, agents and employees, in performance of this Agreement.

**EXHIBIT B**  
**CLACKAMAS COUNTY SERVICES CONTRACT**  
Contract No. \_\_\_\_\_  
**CERTIFICATION STATEMENT FOR PHYSICIAN**  
**OR INDEPENDENT CONTRACTOR**

**NOTE: Physician Must Complete A or B below:**

**A. PHYSICIAN IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.**

I certify under penalty of perjury that Physician is a [check one]:		
____ Corporation	____ Limited Liability Company	____ Partnership
Signature	Title	Date

**B. PHYSICIAN IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

Physician certifies under penalty of perjury that the following statements are true:	
1. If Physician is providing labor or services under the Agreement as an independent contractor of CompHealth for which registration is required under ORS Chapter 701, Physician has registered as required by law, <b><u>and</u></b>	
2. If Physician performed labor or services as an independent Contractor last year, Physician filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), <b><u>and</u></b>	
3. Physician represents to the public that the labor or services Physician provides are provided by an independently established business, <b><u>and</u></b>	
4. All of the statements checked below are true.	
<b>NOTE: Check all that apply. <u>You must check at least four (4)</u> to establish that you are an Independent Contractor.</b>	
____	A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
____	B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
____	C. My business telephone listing is separate from my personal residence telephone listing.
____	D. I perform labor or services only under written contracts.
____	E. Each year I perform labor or services for at least two different persons or entities.
____	F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.
Physician Signature	Date

## CLACKAMAS COUNTY SERVICES CONTRACT WORKERS' COMPENSATION EXEMPTION CERTIFICATE

(To be used only when Physician claims to be exempt from Workers' compensation coverage requirements)

Physician is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box).

**SOLE PROPRIETOR**

- Physician is a sole proprietor, and
- Physician has no employees, and
- Physician will not hire employees or subcontractors to perform services under the Agreement.

**CORPORATION - FOR PROFIT**

- Physician's business is incorporated; and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation; and
- All work will be performed by the officers and directors; Physician will not hire other employees or subcontractors to perform services under the Agreement.

**CORPORATION - NONPROFIT**

- Physician's business is incorporated as a nonprofit corporation, and
- Physician has no employees; all work is performed by volunteers, and
- Physician will not hire employees or subcontractors to perform services under the Agreement.

**PARTNERSHIP**

- Physician is a partnership, and
- Physician has no employees, and
- All work will be performed by the partners; Physician will not hire employees or subcontractors to perform services under the Agreement; and
- Physician is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

**LIMITED LIABILITY COMPANY**

- Physician is a limited liability company, and
- Physician has no employees, and
- All work will be performed by the members; Physician will not hire employees or subcontractors to perform services under the Agreement; and
- If Physician has more than one member, Physician is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

\*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who will perform construction work.

\_\_\_\_\_  
Physician Printed Name

\_\_\_\_\_  
Physician Signature

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Date

December 8, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of amendment #11 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County

<b>Purpose/Outcomes</b>	Provides for an increase in funding from the Oregon Health Authority for the Emergency Preparedness and WIC programs in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #11 increases the funding by \$\$13,416.00 for a new Contract maximum value of \$6,440,274.00.
<b>Funding Source</b>	State of Oregon, Oregon Health Authority. No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2016 and terminates on June 30, 2017
<b>Strategic Plan Alignment</b>	1. Improved community safety and health 2. Ensure safe, health and secure communities
<b>Previous Board Action</b>	The Board last reviewed and approved this agreement on July 9, 2015, Agenda item 070915-A8, October 6, 2016 Agenda Item 100616-A1, 100616-A2 & October 27, 2016 Agenda item 102716-A1
<b>Contact Person</b>	Dawn Emerick, Public Health Director – 503-655-8479
<b>Contract No.</b>	7271-11

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #11 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #11 Increases PE12 Public Health Emergency Preparedness by \$12,369 and increase PE 40 WIC - Peer Counseling by \$1,047. Also adds the federal award information datasheets. It allows the Clackamas County Public Health Division (CCPHD) to provide public health related services to Clackamas County residents.

This Amendment is effective July 1, 2016 and continues through June 30, 2017. This contract has been reviewed by County Counsel on November 28, 2016.

**RECOMMENDATION:**

Staff recommends the Board approval of this amendment and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

Agreement #148002

Contract # 7271-11

**ELEVENTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

This Eleventh Amendment to Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2015 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County, acting by and through its Clackamas County Health, Housing, and Human Services ("LPHA"), the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Clackamas County.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the financial assistance award for fiscal year 2016-2017 set forth in Exhibit C of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. The Agreement is amended as follows:
  - a. Exhibit C "Financial Assistance Award", Section 1 only is amended to add the Financial Assistance Award for the period July 1, 2016 through June 30, 2017 as set forth in Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 4 of Exhibit C, entitled "Explanation of Financial Assistance Award" of the Agreement.
  - b. Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
2. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. The parties expressly agree to and ratify the Agreement as herein amended.



- 5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
- 6. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

**APPROVED:**

**STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)**

By: \_\_\_\_\_  
 Name: /for/ Lillian Shirley, BSN, MPH, MPA  
 Title: Public Health Director  
 Date: \_\_\_\_\_

**CLACKAMAS COUNTY ACTING BY AND THROUGH ITS CLACKAMAS COUNTY HEALTH, HOUSING, AND HUMAN SERVICES (LPHA)**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on June 30, 2016. A copy of the emailed approval is on file at OCP.*

**OHA PUBLIC HEALTH ADMINISTRATION**

Reviewed by: \_\_\_\_\_  
 Name: Karen Slothower (or designee)  
 Title: Program Support Manager  
 Date: \_\_\_\_\_

**OFFICE OF CONTRACTS & PROCUREMENT (OCP)**

By: \_\_\_\_\_  
 Name: Tammy L. Hurst, OPBC, OCAC  
 Title: Contract Specialist  
 Date: \_\_\_\_\_

**ATTACHMENT A  
FINANCIAL ASSISTANCE AWARD  
Award Period July 1, 2016 through June 30, 2017**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2
<b>1) Grantee</b> Name: Clackamas County Health Dept.  Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045	<b>2) Issue Date</b> October 19, 2016	<b>This Action</b> AMENDMENT FY2017	
		<b>3) Award Period</b> From July 1, 2016 Through June 30, 2017	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	<b>Previous Award</b>	<b>Increase/ (Decrease)</b>	<b>Grant Award</b>
PE 01 State Support for Public Health	440,827	0	440,827
PE 03 TB Case Management	20,038	0	20,038 ( g )
PE 04 Sustainable Relationships for Community Health	295,498	0	295,498 ( j )
PE 07 HIV Prevention Services	99,559	0	99,559 ( i )
PE 12 Public Health Emergency Preparedness	146,812	12,369	159,181
PE 13 Tobacco Prevention & Education	228,108	0	228,108
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	874,711	1,047	875,758 ( b,c,k,l,m )
PE 40 WIC -- PEER Counseling FAMILY HEALTH SERVICES	69,411	0	69,411 ( e,f )
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	23,515	0	23,515 ( a )
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	21,753	0	21,753
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	35,052	0	35,052
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	81,786	0	81,786
<b>5) FOOTNOTES:</b>			
a) The Title X funding may change due to availability of funds and funding formula calculation based on clients served in Fiscal Year 2015. b) The July-September 2016 grant is \$234,178 and includes \$46,836 of minimum Nutrition Education \$11,068 is for Breastfeeding Promotion. c) The October-June 2017 grant is \$641,580 and includes \$128,316 of minimum Nutrition Education \$33,204 is for Breastfeeding Promotion. d) Immunization Special Payments is funded by State General Funds and is matched dollar for dollar with Federal Medicaid Match. e) \$17,353 is the July 1st -- September 30th of 2016 funding to local agencies. f) \$52058 is the October 1st, 2016 -- June 30th 2017 funding to local agencies. g) \$2,158 needs to be expended by 12/31/16 h) \$10,000 is for School Based Health Center Youth Friendly Clinic Grant Funds. i) \$29,260 must be spent by December 31, 2016			
<b>6) Capital Outlay Requested in This Action:</b>			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG. APPROV</b>

State of Oregon Oregon Health Authority Public Health Division		Page 2 of 2	
<b>1) Grantee</b> Name: Clackamas County Health Dept.  Street: 2051 Kaen Road City: Oregon City State: OR      Zip Code: 97045		<b>2) Issue Date</b> October 19, 2016	<b>This Action</b> AMENDMENT FY2017
		<b>3) Award Period</b> From July 1, 2016 Through June 30, 2017	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	Previous Award	Increase/ (Decrease)	Grant Award
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	11,593	0	11,593
PE 42 Babies First FAMILY HEALTH SERVICES	35,384	0	35,384
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES	15,438	0	15,438
PE 43 Immunization Special Payments	88,354	0	88,354 ( d )
PE 44 School Based Health Centers -- BASE FAMILY HEALTH SERVICES	230,956	0	230,956 ( h )
PE 44 School Based Health Centers-Mental Health Expansion FAMILY HEALTH SERVICES	367,500	0	367,500
PE 50 Safe Drinking Water Program	147,475	0	147,475
TOTAL	3,233,770	13,416	3,247,186
<b>5) FOOTNOTES:</b> j) State Fiscal Year 2017 funds for Sustainable Relationships for Community Health are for the period July 1st, 2016 through June 30th, 2017. k) \$675 represents the Fresh Fruit and Veggies funds. l) \$19,992 represents one-time funding amount. Funding rate is \$4 per assigned caseload. m) \$1,047 increase represents reimbursement to local agencies for iPad purchase for WIC business operations.			
<b>6) Capital Outlay Requested in This Action:</b> Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG. APPROV</b>

**ATTACHMENT B**  
**Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200**

**PE 12 Public Health Emergency Preparedness Program (PHEP)**  
**FY17 07/01/16-06/30/17**

**Federal Award Identification Number(FAIN): 5 NU90TP000544-05-00**

**Federal Award Date: 6/23/2016**

**Performance Period: 07/01/16-06/30/17**

**Federal Awarding Agency: CDC**

**CFDA Number: 93.069**

**CFDA Name: Public Health Emergency Preparedness**

**Total Federal Award: \$7,510,978**

**Project Description Public Health Emergency Preparedness (PHEP)**

**Awarding Official: Shicann Phillips, Grants Management**

**770-488-2809**

**IBQ7@cdc.gov**

**Indirect Cost Rate: 17.45%**

**Research And Development(Y/N): N**

Agency/Contractors Name	DUNS	Award Amount	October Amendment	New Award Amount
CLACKAMAS	096-992656	\$ 146,812.00	\$12,369	\$ 159,181.00

**PE 40 Special Supplemental Nutritional Program for Women, Infants and Children (WIC)- SFY17 (July 16 - June 17)**

<b>Federal Award Identification Number(FAIN):</b>	12-3510-0-1-605	WIC-16-OR-01
<b>Federal Award Date:</b>	02/01/15	0/6/07/2016
<b>Performance Period:</b>	10/01/15-9/30/16	10/1/2015-09/30/2017
<b>Federal Awarding Agency:</b>	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service
<b>CFDA Number:</b>	10.557	10.578
<b>CFDA Name:</b>	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplement - WIC Special Project Grants to State Agencies
<b>Total Federal Award:</b>	24,924,724	\$81,321
<b>Project Description:</b>	WIC Program	WIC Program
<b>Awarding Official:</b>	Debra Whitford Debbie.Whitford@fns.usda.gov	Rebecca Hobbs Rebecca.Hobbs@fns.usda.gov
<b>Indirect Cost Rate:</b>	17.45%	17.45%
<b>Research And Development(Y/N):</b>		N N

Agency/Contractors Name	DUNS	Prior Award Amount July-Sept 2016	Prior Award Oct 2016 - June 2017	iPad for Business Operation	Award Amount July-Sept 2016	New Award Amount Oct 2016 - June 2017	Total SFY 17 Award
CLACKAMAS	096992656	\$ 234,178	\$ 640,533	\$ 1,047	\$ 234,178	\$ 641,580	\$ 875,758

**PE 50 Title and description: Safe Drinking Water (SDW) Program for FISCAL YEAR 17**

<b>Federal Award Identification Number(FAIN):</b>	98009015	00031216	N/A	
<b>Federal Award Date:</b>	09/09/15	12/18/15	N/A	
<b>Performance Period:</b>	07/01/15-07/31/18	10/01/15-09/30/16	FY17	
<b>Federal Awarding Agency:</b>	EPA	EPA	Other Funds	
<b>CFDA Number:</b>	66.468	66.432	N/A	
<b>CFDA Name:</b>	Capitalization Grants/Drinking Water State Revolving Fund	State Public Water System Supervision	DWS Medical Marijuana Program Allocation	
<b>Total Federal Award:</b>	\$16,232,300	\$1,611,000	N/A	
<b>Project Description:</b>	Oregon's Safe Drinking Water Revolving Fund	Public Water System Supervision Program		
<b>Awarding Official:</b>	Harold Rodgers @ Rogers.Harold@epa.g	Harold Rodgers @ Rogers.Harold@epa.g		
<b>Indirect Cost Rate:</b>	17.45%	17.45%		
<b>Research And Development(Y/N):</b>	N	N		
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount</b>	<b>Award Amount</b>	<b>Award Amount</b>
CLACKAMAS	096992656	\$ 47,192	\$ 53,091	\$ 47,192



M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

December 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution Supporting Oregon Department of Transportation FASTLANE Grant  
Application to Improve I-205 Abernethy Bridge

<b>Purpose/Outcomes</b>	States Clackamas County support for the Oregon Department of Transportation application for USDOT FASTLANE funding to improve I-205/Abernethy Bridge and commits \$1 million toward the project costs
<b>Dollar Amount and Fiscal Impact</b>	\$1,000,000 to be expended between FY2019 and FY2021 subject to a later agreement with Oregon Department of Transportation
<b>Funding Source</b>	Clackamas County Road Fund
<b>Duration</b>	Effective December 8, 2016 and terminates if the ODOT FASTLANE application is not selected for funding
<b>Previous Board Action</b>	The Board approved a letter of support and committed the funds on April 5, 2016, for a previous grant application and approved a letter of support for this application on November 29, 2016.
<b>Strategic Plan Alignment</b>	Widening of I-205 and Abernethy Bridge is a Board priority identified in the Strategic Plan
<b>Contact Person</b>	Mike Bezner, Assistant Director, Department of Transportation and Development
<b>Contract Number</b>	Not applicable

**BACKGROUND:** The Oregon Department of Transportation is preparing an application for a USDOT FASTLANE Grant to widen the I-205/Abernethy Bridge to improve freight movement across the Willamette River. This improvement to I-205 is identified as a priority in the Strategic Plan. The attached resolution expresses Board support for this application and commits \$1 million in Road Fund to assist with the project. ODOT must submit the grant application by December 15, 2016.

County Counsel has reviewed and approved this resolution.

**RECOMMENDATION:** Staff recommends approval of this resolution.

Respectfully submitted,

Mike Bezner, Assistant Director  
Department of Transportation and Development

A Resolution Supporting Oregon Department  
Of Transportation application for a FASTLANE  
Grant for the I-205 Abernethy Bridge and  
Committing \$1 million for the Project

Resolution No.

*Page 1 of 2*

**WHEREAS**, over 6,000 Oregon businesses employing over 86,000 workers depend on fast, reliable freight shipping of export products, and

**WHEREAS**, the export of Oregon products is vital to Clackamas County, the State of Oregon and the entire Northwest, and

**WHEREAS**, the Port of Portland, the Portland International Airport, and the Port of Tacoma are the major shipping hubs for these products, and

**WHEREAS**, the I-205 Abernethy Bridge across the Willamette River is a vital connection between advance manufacturing, high tech, forestry, and agricultural businesses and these export shipping hubs, and

**WHEREAS**, the I-205 Abernethy Bridge across the Willamette River serves over 115,000 vehicle trips per day, far exceeding its design capacity, and

**WHEREAS**, I-205 across the Abernethy Bridge is the major north-south corridor around the Portland area for freight movement with a higher truck percentage than I-5, and

**WHEREAS**, the high traffic volumes on the I-205 Abernethy Bridge are resulting in extended peak hour congestion and delay, as well as unreliable travel times for truck freight at all times of the day, and

**WHEREAS**, these conditions result in higher costs for freight shippers which increases the cost of products that must be shipped across the I-205 Abernethy Bridge, and

**WHEREAS**, this increase in cost is effecting businesses throughout Oregon that depend on the movement of products to international markets, and

**WHEREAS**, in meetings by the Governor's Transportation Vision Panel with citizens and business owners all over the State of Oregon, the I-205 Abernethy Bridge was identified as one the most important freight bottlenecks in the state, and

A Resolution Supporting Oregon Department of Transportation Application for a FASTLANE Grant for the I-205 Abernethy Bridge and Committing \$1 million for the Project

Resolution No.

*Page 2 of 2*

**WHEREAS**, the Oregon Transportation Commission and the Portland Metropolitan Council have committed funds for the design of improvements for the I-205 Abernethy Bridge, and

**WHEREAS**, the Oregon Department of Transportation is submitting a proposal for \$50 million in funding from the US DOT FASTLANE program to assist in the construction of these improvements

**WHEREAS**, funding of the widening of I-205 Abernethy Bridge is a Board of Commissioners priority and in the Clackamas County Strategic Business Plan, "Performance Clackamas,"

**NOW, THEREFORE, the Clackamas County Board of Commissioners does hereby resolve:**

1. To commit \$1 million in Clackamas County Road Use funds to support the development of improvements to the I-205 Abernethy Bridge; and
2. To communicate our support for the project with a Letter of Support to the Honorable Anthony Foxx, Secretary, U.S. Department of Transportation and to Commissioner Tammy Baney, Chair of the Oregon Transportation Commission.

**Dated** this 8<sup>th</sup> day of December, 2016

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

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Chair

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Recording Secretary



December 08, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Amendment #1 with DKS Associates for  
On-Call Traffic Engineering Services – 2016-2019

<b>Purpose/Outcomes</b>	Approval to proceed with a contract amendment for On-Call Traffic Engineering Services: 2015-2019.
<b>Dollar Amount and Fiscal Impact</b>	The maximum annual compensation, based on the County fiscal year, Shall be \$50,000. The contract maximum shall not to exceed \$200,000. Fiscal years 2015/2016, 2016/2017, 2017/2018 and 2018/2019.
<b>Funding Source</b>	County Road Fund
<b>Duration</b>	Contract to expire on June 30, 2019
<b>Previous Board Contact</b>	None.
<b>Strategic Plan Alignment</b>	This project is consistent with County's safety action plan and Drive to Zero safety program. Professional traffic engineering services will augment County staff in analyzing, designing and implementing traffic safety improvements in our efforts to reduce fatal and serious injury crashes on Clackamas County roadways.
<b>Contact Person</b>	Christian Snuffin, Project Manager 503-742-4716

This is an extension of an existing contract with DKS Associates for Professional Traffic Engineering services. The professional services augment County Traffic Engineering staff in complex traffic engineering and safety tasks, including investigation, data collection, analysis, design, implementation and evaluation of safety and operations improvements on the County road system.

Upon approval, the annual contract amount is not to exceed \$50,000.00 with a total contract compensation not to exceed \$200,000.00. The contract term is from contract execution through June 30, 2019. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under account line 215-7434-00-431000 for fiscal years 2015/2016, 2016/2017, 2017/2018 and 2018/2019.

**RECOMMENDATION:**

Staff respectfully recommends that the Board approve and sign this contract with DKS Associates for On-Call Traffic Engineering Services: 2016-2019.

Respectfully submitted,



Mike Bezner, PE  
Assistant Director of Transportation

Placed on the December 08, 2016 Agenda by the Purchasing Division.



M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

December 08, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Contract Amendment #1 with Kittelson & Associates, Inc. for  
On-Call Traffic Engineering Services – 2016-2019

<b>Purpose/Outcomes</b>	Approval to proceed with a contract amendment for On-Call Traffic Engineering Services: 2016-2019
<b>Dollar Amount and Fiscal Impact</b>	The maximum annual compensation, based on the County fiscal year, shall be \$50,000. The contract maximum shall not to exceed \$200,000. Fiscal years 2015/2016, 2016/2017, 2017/2018 and 2018/2019.
<b>Funding Source</b>	County Road Fund
<b>Duration</b>	Contract to expire on June 30, 2019
<b>Previous Board Contact</b>	None.
<b>Strategic Plan Alignment</b>	This project is consistent with County's safety action plan and Drive to Zero safety program. Professional traffic engineering services will augment County staff in analyzing, designing and implementing traffic safety improvements in our efforts to reduce fatal and serious injury crashes on Clackamas County roadways.
<b>Contact Person</b>	Christian Snuffin, Project Manager 503-742-4716

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Upon approval, the annual contract amount is not to exceed \$50,000.00 with a total contract compensation not to exceed \$200,000.00. The contract term is from contract execution through June 30, 2019. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under account line 215-7434-00-431000 for fiscal years 2015/2016, 2016/2017, 2017/2018 and 2018/2019.

**RECOMMENDATION:**

Staff respectfully recommends that the Board approve and sign this contract with Kittelson & Associates, Inc. for On-Call Traffic Engineering Services: 2016-2019.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mike Bezner", with a long horizontal flourish extending to the right.

Mike Bezner, PE  
Assistant Director of Transportation

Placed on the December 08, 2016 Agenda by the Purchasing Division.



December 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Less Than Ten Percent) for Fiscal Year 2016-2017

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2016-2017
Dollar Amount and fiscal Impact	The effect has an increase in appropriation of \$12,346,725
Funding Source	Prior Year Revenue, Fund Balance, Licenses and Permits, State Operating Grants, Charge for Services Miscellaneous Revenue and Interfund Transfers
Safety Impact	N/A
Duration	July 1, 2016-June 30, 2017
Previous Board Action/Review	Budget Adopted June 29, 2016 and revised September 29 and November 3
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

**BACKGROUND:**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.471 (3) which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The General Fund –County Administration and Employee Services are recognizing charge for services revenue and budgeting for two limited term positions from the City of Damascus.

The General Fund- Clerk is recognizing fund balance and budgeting for benefit costs.

The General Fund- Public and Government Affairs Programs are recognizing fund balance, salary reimbursement and licenses and permits revenue and an interfund transfer from the Cable Administration Fund and budgeting for the limited term position from the City of Damascus and increasing contingency and reserves.

The General Fund - Not Allocated to Organizational Unit is recognizing interfund transfer from Justice Court and budgeting to transfer required amount to the Sheriff and increase contingency.

The County Fair Fund is recognizing additional fund balance and budgeting it in contingency.

The County School Fund is recognizing additional fund balance and adjusting its budget accordingly.

The Public Safety Local Option Levy Fund is recognizing additional fund balance and budgeting it for higher benefit costs.

The Employers Contribution Fund is recognizing additional fund balance and budgeting it in reserves.

The Disaster Management Fund is recognizing additional fund balance and budgeting it for program costs and contingency.

The Parks Fund is recognizing additional fund balance and budgeting it in contingency.

The Sheriff Fund is recognizing additional fund balance and salary reimbursement revenue and budgeting for higher benefit costs and phone services.

The Community Corrections Fund is recognizing additional fund balance and budgeting for higher benefit costs and to complete projects for Residential Services and other program costs associated with this fund.

The District Attorney Fund is recognizing additional fund balance and budgeting for a lease increase at the Multnomah Lodge property, higher benefits costs and contracted services.

The Behavioral Health Fund is recognizing actual fund balance and prior year revenue and budgeting for program expenses. This fund is also recognizing an interfund transfer from the Health, Housing and Human Services Administration Fund to help with the costs of adding a full-time Case Manager position to expand outreach efforts.

The Community Solution for Clackamas County Fund is recognizing additional fund balance and budgeting for program costs.

The Tourism Fund is recognizing additional fund balance and an interfund transfer from the Transient Room Tax Fund and budgeting for advertising and community partnership costs.

The Juvenile Fund is recognizing additional fund balance and prior year revenue and budgeting for a vehicle purchase, increased benefit costs and program expenses.

The Clackamas Debt Service Fund is recognizing fund balance and budgeting it in debt service.

The Local Improvement District Construction Fund is recognizing fund balance and budgeting it in contingency.

The Stone Creek Golf Course Fund is recognizing additional fund balance and budgeting additional golf course related expenses and capital needs.

The Facilities Management Fund is recognizing additional fund balance and budgeting for computer software and higher benefit and materials and services needs.

The Technology Services Fund is recognizing additional fund balance and budgeting to complete various projects associated with this fund.

The Central Dispatch Fund is recognizing additional fund balance and budgeting for professional services and increasing contingency.

The Risk Management Claims Fund is recognizing additional fund balance and budgeting for claim expenses and increasing contingency and reserves.

The Fleet Services Fund is recognizing additional fund balance and budgeting it in contingency.

The effect of this Resolution is an increase in appropriations of \$12,346,725 including revenues as detailed below:

Prior Year Revenue	\$ 4,546,066.
Fund Balance	6,035,573.
Licenses and Permits	304,091.
State Operating Grants	(651,336.)
Charge for Services	123,700.
Miscellaneous Revenue	82,832.
Interfund Transfers	<u>1,905,799.</u>
Total Recommended	<u>\$ 12,346,725.</u>

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla  
Budget Manager

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Less Than 10  
Percent of the Total Qualifying Expenditures  
and Making Appropriations for Fiscal  
Year 2016-17

Resolution No  
Page 1 of 2

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2016 through June 30, 2017 inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; the funds being adjusted are:

- . General Fund – County Administration
- . General Fund – Employee Services
- . General Fund - Clerk
- . General Fund – Public and Government Affairs Programs
- . General Fund- Not Allocated to Organizational Unit
- . County Fair Fund
- . County School Fund
- . Public Safety Local Option Levy Fund
- . Employers Contribution Fund
- . Disaster Management Fund
- . Parks Fund
- . Sheriff Fund
- . Community Corrections Fund
- . District Attorney Fund
- . Behavioral Health Fund
- . Community Solutions for Clackamas County Fund
- . Tourism Fund
- . Juvenile Fund
- . Clackamas Debt Service Fund
- . Local Improvement District Construction Fund
- . Stone Creek Golf Course Fund
- . Facilities Management Fund
- . Technology Services Fund
- . Central Dispatch Fund
- . Risk Management Claims Fund
- . Fleet Services Fund;



In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Less Than 10  
Percent of the Total Qualifying Expenditures  
and Making Appropriations for Fiscal  
Year 2016-17

Resolution No  
Page 2 of 2

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**December 8, 2016**

Recommended items by revenue source:

Priro Year Revenue	\$ 4,546,066
Fund Balance	6,035,573
Licenses and Permits	304,091
State Operating Grants	(651,336)
Charge for Services	123,700
Miscellaneous Revenue	82,832
Interfund Transfers	1,905,799
Total Recommended	<u><u>\$ 12,346,725</u></u>

**GENERAL FUND- COUNTY ADMINISTRATION AND EMPLOYEE SERVICES**

Revenues:	
Charge for Services	\$ 113,700
Total Revenue	<u><u>\$ 113,700</u></u>

Expenses:	
County Administration	\$ 27,204
Total Expenditures	<u><u>\$ 27,204</u></u>

Expenses:	
Employee Services	\$ 86,496
Total Expenditures	<u><u>\$ 86,496</u></u>

General Fund –County Administration and Employee Services are recognizing charge for services revenue and budgeting for two limited term positions from the City of Damascus.

**GENERAL FUND- CLERK**

Revenues:	
Fund Balance	\$ 1,596
Total Revenue	<u><u>\$ 1,596</u></u>

Expenses:	
Clerk	\$ 1,596
Total Expenditures	<u><u>\$ 1,596</u></u>

General Fund- Clerk is recognizing fund balance and budgeting for benefit costs.

**GENERAL FUND- PUBLIC AND GOVERNMENT AFFAIRS**

Revenues:	
Fund Balance	\$ 252,742
Licenses and Permits	304,091
State Operating Grants	(500,000)
Miscellaneous Revenue	59,972
Interfund Transfer	343,527
Total Revenue	<u>\$ 460,332</u>
Expenses:	
Public and Government Affairs	\$ 59,972
Not Allocated to Organizational Unit	
Reserve	13,953
Contingency	386,407
Total Expenditures	<u>\$ 460,332</u>

General Fund- Public and Government Affairs Programs are recognizing fund balance, salary reimbursement and licenses and permits revenue and an interfund transfer from the Cable Administration Fund and budgeting for the limited term position from the City of Damascus and increasing contingency and reserves.

**GENERAL FUND - NOT ALLOCATED TO ORGANIZATIONAL UNIT**

Revenues:	
Fund Balance	\$ 1,027,540
Interfund Transfers	1,305,683
Total Revenue	<u>\$ 2,333,223</u>
Expenses:	
Not Allocated to Organizational Unit	
Interfund Transfers	\$ 997,997
Contingency	1,335,226
Total Expenditures	<u>\$ 2,333,223</u>

General Fund - Not Allocated to Organizational Unit is recognizing interfund transfer from Justice Court and budgeting to transfer required amount to the Sheriff and increase contingency.

**COUNTY FAIR FUND**

Revenues:	
Fund Balance	\$ 18,720
Total Revenue	<u>\$ 18,720</u>
Expenses:	
Not Allocated to Organizational Unit	
Contingency	\$ 18,720
Total Expenditures	<u>\$ 18,720</u>

County Fair Fund is recognizing additional fund balance and budgeting it in contingency.

**COUNTY SCHOOL FUND**

Revenues:	
Fund Balance	\$ 78
Total Revenue	<u>\$ 78</u>
Expenses:	
Not Allocated to Organizational Unit	
Special Payments	\$ 78
Total Expenditures	<u>\$ 78</u>

County Fair Fund is recognizing additional fund balance and budgeting it in contingency.

**PUBLIC SAFETY LOCAL OPTION FUND**

Revenues:	
Fund Balance	\$ 30,370
Total Revenue	<u>\$ 30,370</u>
Expenses:	
Public Protection	\$ 30,370
Total Expenditures	<u>\$ 30,370</u>

Public Safety Local Option Levy Fund is recognizing additional fund balance and budgeting it for higher benefit costs.

**DISASTER MANAGEMENT FUND**

Revenues:	
Fund Balance	\$ 154,400
Total Revenue	<u>\$ 154,400</u>
Expenses:	
Public Protection	\$ 17,000
Not Allocated to Organizational Unit	
Contingency	137,400
Total Expenditures	<u>\$ 154,400</u>

Disaster Management Fund is recognizing additional fund balance and budgeting it for program costs and contingency.

**PARKS FUND**

Revenues:	
Fund Balance	\$ 152,878
Total Revenue	<u>\$ 152,878</u>
Expenses:	
Not Allocated to Organizational Unit	
Contingency	\$ 152,878
Total Expenditures	<u>\$ 152,878</u>

Parks Fund is recognizing additional fund balance and budgeting it in contingency.

**SHERIFF FUND**

Revenues:	
Fund Balance	\$ 1,056,331
Miscellaneous Revenue	22,860
Total Revenue	<u>\$ 1,079,191</u>
Expenses:	
Public Protection	\$ 1,079,191
Total Expenditures	<u>\$ 1,079,191</u>

Sheriff Fund is recognizing additional fund balance and salary reimbursement revenue and budgeting for higher benefit costs and phone services.

**COMMUNITY CORRECTIONS FUND**

Revenues:	
Fund Balance	\$ 963,176
Total Revenue	<u>\$ 963,176</u>
Expenses:	
Public Protection	\$ 963,176
Total Expenditures	<u>\$ 963,176</u>

Community Corrections Fund is recognizing additional fund balance and budgeting for higher benefit costs and to complete projects for Residential Services and other program costs associated with this fund.

**DISTRICT ATTORNEY FUND**

Revenues:	
Fund Balance	\$ 433,336
Total Revenue	<u>\$ 433,336</u>
Expenses:	
Public Protection	\$ 433,336
Total Expenditures	<u>\$ 433,336</u>

District Attorney Fund is recognizing additional fund balance and budgeting for a lease increase at the Multnomah Lodge property, higher benefits costs and contracted services.

**BEHAVIORAL HEALTH FUND**

Revenues:	
Prior Year Revenue	\$ 4,065,456
Fund Balance	(1,118,093)
State Operating Grants	(151,336)
Charge for Services	10,000
Interfund Transfer	50,000
Total Revenue	<u>\$ 2,856,027</u>
Expenses:	
Health and Human Services	\$ 2,510,487
Not Allocated to Organizational Unit	
Contingency	345,540
Total Expenditures	<u>\$ 2,856,027</u>

Behavioral Health Fund is recognizing actual fund balance and prior year revenue and budgeting for program expenses. This fund is also recognizing an interfund transfer from the Health, Housing and Human Services Administration Fund to help with the costs of adding a full-time Case Manager position to expand outreach efforts.

**EMPLOYERS CONTRIBUTION FUND**

Revenues:	
Fund Balance	\$ 4,257
Total Revenue	<u>\$ 4,257</u>
Expenses:	
Not Allocated to Organizational Unit	
Reserve	\$ 4,257
Total Expenditures	<u>\$ 4,257</u>

Employers Contribution Fund is recognizing additional fund balance and budgeting it in reserves.

**COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY**

Revenues:	
Fund Balance	\$ 107,195
Total Revenue	<u>\$ 107,195</u>
Expenses:	
Health and Human Services	\$ 107,195
Total Expenditures	<u>\$ 107,195</u>

Community Solution for Clackamas County Fund is recognizing additional fund balance and budgeting

**TOURISM FUND**

Revenues:	
Fund Balance	\$ 261,440
Interfund Transfer	206,589
Total Revenue	<u>\$ 468,029</u>
Expenses:	
Cultural, Education and Recreation	\$ 468,029
Total Expenditures	<u>\$ 468,029</u>

Tourism Fund is recognizing additional fund balance and an interfund transfer from the Transient Room Tax Fund and budgeting for advertising and community partnership costs.

**JUVENILE FUND**

Revenues:	
Prior Year Revenue	\$ 480,610
Fund Balance	251,206
Total Revenue	<u>\$ 731,816</u>
Public Protection	
Total Expenditures	<u>\$ 731,816</u>

Juvenile Fund is recognizing additional fund balance and prior year revenue and budgeting for a vehicle purchase, increased benefit costs and program expenses.

**CLACKAMAS DEBT SERVICE FUND**

Revenues:	
Fund Balance	\$ 11,123
Total Revenue	<u>\$ 11,123</u>
Expenses:	
Not Allocated to Organizational Unit	\$ 11,123
Total Expenditures	<u>\$ 11,123</u>

Clackamas Debt Service Fund is recognizing fund balance and budgeting it in debt service.

**LOCAL IMPROVEMENT DISTRICT CONSTRUCTION FUND**

Revenues:	
Fund Balance	\$ 410
Total Revenue	<u>\$ 410</u>
Not Allocated to Organizational Unit	
Contingency	\$ 410
Total Expenditures	<u>\$ 410</u>

Local Improvement District Construction Fund is recognizing fund balance and budgeting it in contingency.

**STONE CREEK GOLF COURSE FUND**

Revenues:	
Fund Balance	\$ 176,001
Total Revenue	<u>\$ 176,001</u>
Golf Course (Business-type-Activity)	\$ 140,000
Not Allocated to Organizational Unit	
Contingency	36,001
Total Expenditures	<u>\$ 176,001</u>

Stone Creek Golf Course Fund is recognizing additional fund balance and budgeting additional golf course related expenses and capital needs.

**FACILITIES MANAGEMENT FUND**

Revenues:	
Fund Balance	\$ 423,088
Total Revenue	<u>\$ 423,088</u>
General Government	\$ 423,088
Total Expenditures	<u>\$ 423,088</u>

Facilities Management Fund is recognizing additional fund balance and budgeting for computer software and higher benefit and materials and services needs.

**TECHNOLOGY SERVICES FUND**

Revenues:	
Fund Balance	\$ 867,706
Total Revenue	<u>\$ 867,706</u>
General Government	\$ 867,706
Total Expenditures	<u>\$ 867,706</u>

Technology Services Fund is recognizing additional fund balance and budgeting to complete various projects associated with this fund.

**CENTRAL DISPATCH FUND**

Revenues:	
Fund Balance	\$ 256,750
Total Revenue	<u>\$ 256,750</u>
Public Protection	\$ 80,000
Not Allocated to Organizational Unit	
Contingency	176,750
Total Expenditures	<u>\$ 256,750</u>

Central Dispatch Fund is recognizing additional fund balance and budgeting for professional services and increasing contingency.

**RISK MANAGEMENT FUND**



Revenues:	
Fund Balance	\$ 670,097
Total Revenue	<u>\$ 670,097</u>
General Government	\$ 103,037
Not Allocated to Organizational Unit	
Reserve	256,490
Contingency	<u>310,570</u>
Total Expenditures	<u>\$ 670,097</u>

Risk Management Claims Fund is recognizing additional fund balance and budgeting for claim expenses and increasing contingency and reserve.

**FLEET SERVICES FUND**

Revenues:	
Fund Balance	\$ 33,226
Total Revenue	<u>\$ 33,226</u>
Not Allocated to Organizational Unit	
Contingency	<u>\$ 33,226</u>
Total Expenditures	<u>\$ 33,226</u>

Fleet Services Fund is recognizing additional fund balance and budgeting it in contingency.



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

December 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for Budgeting of  
New Specific Purpose Revenue for Fiscal Year 2016-2017

Purpose/Outcome	Budget change for Clackamas County FY 2016-2017
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$916,546.
Funding Source	Includes Federal and State Grant Revenue, Charge for Services and Miscellaneous Revenue
Duration	July 1, 2016-June 30, 2017
Previous Board Action/Review	Budget Adopted June 29, 2016 and revised August 18. and November 3
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

**BACKGROUND:**

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County. The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.338, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

The Library Services Fund is recognizing additional reimbursement revenue from the City Libraries and budgeting for the Radio Frequency Identification (RFID) Project.

The Juvenile Fund is recognizing revenue from the Oregon Youth Authority and Bureau of Land Management and budgeting for temporary workers and program costs.

The effect of this Board Order is an increase in appropriations of \$916,546 including new revenues as detailed below:

Federal Operating Grant Revenue	\$ 83,771.
State Operating Grant Revenue	26,908.
Charge for Services	5,867.
Miscellaneous Revenue	<u>800,000.</u>
Total Recommended	<u>\$ 916,546.</u>

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla  
Budget Manager

In the Matter of Providing  
Authorization to Appropriate Grants  
For Specific Purposes within the Fiscal  
Year 2016-17

Resolution No.

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2016 through June 30, 2017, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents;

WHEREAS; the fund being adjusted is:

- . Library Services Fund
- . Juvenile Fund;

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.338, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**NEW SPECIFIC PURPOSE REVENUE REQUESTS**

**Exhibit A**

**December 8, 2016**

Recommended items by revenue source:

Federal Operating Grants	\$ 83,771
State Operating Grants	26,908
Charge for Services	5,867
Miscellaneous Revenue	<u>800,000</u>
Total Recommended	<u><u>\$ 916,546</u></u>

**LIBRARY SERVICES FUND**

Revenues:	
Miscellaneous Revenue	<u>\$ 800,000</u>
Total Revenue	<u><u>\$ 800,000</u></u>
Expenses:	
Culture, Education and Recreation	<u>\$ 800,000</u>
Total Expenditures	<u><u>\$ 800,000</u></u>

Library Services Fund is recognizing additional reimbursement revenue from the City Libraries and budgeting for the Radio Frequency Identification (RFID) Project.

**JUVENILE FUND**

Revenues:	
Federal Operating Grants	\$ 83,771
State Operating Grants	26,908
Charge for Services	5,867
Total Revenue	<u><u>\$ 116,546</u></u>
Expenses:	
Public Protection	<u>\$ 116,546</u>
Total Expenditures	<u><u>\$ 116,546</u></u>

Juvenile Fund is recognizing revenue from the Oregon Youth Authority and Bureau of Land Management and budgeting for temporary workers and program costs.



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

December 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for  
Transfer of Appropriations for Fiscal Year 2016-2017

Purpose/Outcome	Budget change FY 2016-2017
Dollar Amount and Fiscal Impact	No fiscal impact. Transfer of existing appropriations.
Funding Source	Includes Interfund Transfers
Duration	July 1, 2016-June 30, 2017
Previous Board Action/Review	Budget Adopted June 29, 2016 and revised August 18 and September 29
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

**BACKGROUND:** Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The Sheriff Fund is recognizing an interfund transfer from the General Fund based on the Justice Court's 2015-16 fiscal year fund balance.

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla-Budget Manager

In the Matter of Providing Authorization  
To Transfer Appropriations Within  
the Fiscal Year 2016-17

Resolution No.

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another;

WHEREAS, transfer of appropriations for the period of July 1, 2016 through June 30, 2017, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

. Sheriff Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2016 through June 30, 2017.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**TRANSFER REQUEST**  
**Exhibit A**  
**December 8, 2016**

**SHERIFF FUND**

Revenues:

Interfund Transfer	\$ 997,997
Total Revenue	<u>\$ 997,997</u>

Expenses:

Public Protection	\$ 997,997
Total Expenditures	<u>\$ 997,997</u>

Sheriff Fund is recognizing an interfund transfer from the General Fund based on the Justice Court's 2015-16 fiscal year fund balance.



DRAFT

Approval of Previous Business Meeting Minutes:

November 3, 2016

(draft minutes attached)

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<http://www.clackamas.us/bcc/business.html>

**Thursday, November 3, 2016 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT:** Commissioner John Ludlow, Chair  
Commissioner Jim Bernard  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Tootie Smith

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Sherry Hall, County Clerk gave an update regarding the Nov. 8<sup>th</sup> election.

## **I. CITIZEN COMMUNICATION** - None

## **II. PUBLIC HEARINGS**

1. **Board Order No. 2016-114** for Boundary Change Proposal CL 16-009 for Consolidation of Oak Lodge Water District and Oak Lodge Sanitary District  
Chris Storey, County Counsel and Ken Martin, Boundary Change Consultant, presented the staff report.

Chair Ludlow opened the public hearing.

<http://www.clackamas.us/bcc/business.html>

1. Terry Gibson, Jennings Lodge – spoke in support.
2. Nancy Gibson, Jennings Lodge – spoke in support.
3. Jim Martin, Oak Grove – spoke in support.
4. Clark Balford, Attorney representing Oak Lodge – spoke in support.
5. Thelma Haggemiller, Oak Grove – supports the creation of a future water/sanitary authority.
6. Dan Bradley, Oak Grove – spoke in support.

*~Board Discussion~*

Chair Ludlow closed the public hearing and asked for a motion.

### **MOTION:**

Commissioner Savas: I move we approve the Board Order for Boundary Change Proposal CL 16-009 for Consolidation of oak Lodge Water District and Oak Lodge Sanitary District.

Commissioner Bernard: Second.

*~Board Discussion~*

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

**Announce the Board will recess as the Board of County Commissioner and convene as Service District No. 1 for the next item.**

2. **Ordinance No. 05-2016** for the Formation of the Water Environment Services (WES) Partnership with the Tri-City Service District for Wastewater and Surface Water Services and Declaring an Emergency

Greg Geist, WES and Chris Storey, County Counsel presented the staff report. Greg Geist stated they received a couple of letters in support of this item.

*~Board Discussion~*

Chair Ludlow opened the public hearing and stated there are several people signed up to speak.

1. Dan Holladay, Mayor of Oregon City – spoke in opposition.
2. Russ Axelrod, Mayor of West Linn – has a neutral stance on the issue.
3. Karin Power, Milwaukie City Council – spoke in support.
4. Brian Shaw, Oregon City Council – spoke in opposition.
5. Ken Humberston, Oregon City - ?
6. Greg Weston, Lake Oswego spoke in support.
7. Ernie Platt, Damascus – spoke in support.
8. Les deAsis, Bench Made Knife Co. – spoke in support.
9. John Lewis, Public Works Director, City of Oregon City – spoke in opposition.
10. Frank O'Donnell, Oregon City – spoke in opposition.
11. Lori Miles Olund, Miles Fiberglass – spoke in support.
12. Eric Hofeld, Clackamas – spoke in support.

*~Board Discussion~*

**MOTION:**

Commissioner Savas: I move we read the Ordinance in Full.

Commissioner Bernard: Second.

*~Board Discussion~*

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

The Clerk assigned Ordinance No. 05-2016 and Chris Storey read the Ordinance in full.

Chair Ludlow asked for a motion.

**MOTION:**

Commissioner Savas: I move we, as the Governing Body for Service District No. 1, Adopt the Ordinance for the Formation of the Water Environment Services (WES) Partnership with the Tri-City Service District for Wastewater and Surface Water Services and Declaring an Emergency.

Commissioner Smith: Second.

*~Board Discussion~*

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

Announce the Board will adjourn as Service District No. 1 and convene as the Tri-City Service District for the next item.

3. **Ordinance No. 06-2016** for the Formation of the Water Environment Services (WES) Partnership with Clackamas County Service District No. 1 for Wastewater and Surface Water Services and Declaring an Emergency

Greg Geist, WES and Chris Storey, County Counsel presented the staff report.

*~Board Discussion~*

Chair Ludlow opened the public hearing, seeing no others to speak, he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Bernard: I move we read the Ordinance in Full.

Commissioner Savas: Second.

*~Board Discussion~*

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

The Clerk assigned Ordinance No. 06-2016 and Chris Storey read the Ordinance in full.

Chair Ludlow asked for a motion.

**MOTION:**

Commissioner Smith: I move we, as the Governing Body of Tri-City Service District Adopt the Ordinance for the Formation of the Water Environment Services (WES) Partnership with Clackamas County Service District No. 1 for Wastewater and Surface Water Services and Declaring an Emergency.

Commissioner Schrader: Second.

*~Board Discussion~*

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

**Announce the Board will adjourn as Tri-City Service District and re-convene as the Board of County Commissioners for the remainder of the meeting.**

4. **Resolution No. 2016-115** for a Clackamas County Supplemental Budget Greater than 10% and Budget Reduction for Fiscal Year 2016-2017

Diane Padilla, Budget Manger presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Bernard: I move we approve the resolution for a Clackamas County supplemental budget greater than 10% and budget reductions for fiscal year 2016-2017.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

### **III. CONSENT AGENDA**

Chair Ludlow asked the Clerk to read the consent agenda by title, he then asked for a motion.

#### **MOTION:**

Commissioner Smith: I move we approve the consent agenda.

Commissioner Savas : Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

#### **A. Health, Housing & Human Services**

1. Approval for the Interagency Agreement with Clackamas County Community Corrections for the Naloxone Distribution Project – *Public Health*
2. Approval of a Local Grant Agreement with Children’s Center for Child Abuse Medical Assessments – *Children, Youth & Families*
3. Approval of Amendment No. 2 of the Sub-recipient Agreement #16-022 with EI Programa Hispano Catolico for Bi-Lingual/Bi-Cultural Victim Advocacy in Rural Clackamas County – *Children, Youth & Families*
4. Approval of an Agency Service Contract with Clackamas Women’s Services for Homelessness Prevention, Shelter Diversion, and Rapid Re-Housing Services for Victims of Domestic Violence – *Social Services*

#### **B. Finance Department**

1. **Resolution No. 2016-116** for a Clackamas County Supplemental Budget Less than 10% for Fiscal Year 2016-2017
2. **Resolution No. 2016-117** for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2016-2017

#### **C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. **Resolution No. 2016-118** Appointing Justices of the peace Pro Tempore for the Clackamas County Justice of the Peace District – *Justice Court*

#### **D. Business & Community Services**

1. Approval of a Purchase and Sale Agreement with Weyerhaeuser Company for the Acquisition of Real Property – *County Parks*

#### **E. Technology Services**

1. Approval of the Purchase of Nimble Enterprise Storage Hardware from CDW-G to Upgrade and Expand the County Data Storage System - *Procurement*

**IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of a Facility Use Agreement with Clackamas County Master Gardeners Association for Gardening Services at the Milwaukie Center Community Garden

**V. COUNTY ADMINISTRATOR UPDATE**

<http://www.clackamas.us/bcc/business.html>

**VI. COMMISSIONERS COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

**MEETING ADJOURNED – 12:30 PM**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. [www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)**



December 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Adoption of an Intergovernmental Agreement  
Between Clackamas County and the C800 Radio Group Regarding  
Clackamas County Public Safety Radio System Replacement Project Bond Funding

Purpose/Outcomes	This Intergovernmental Agreement governs the roles, responsibilities, and requirements for C800 and County compliance with the financial and procurement activities associated with the bond funding noted above.
Dollar Amount and Fiscal Impact	The projected cost of the bond project is up to \$59 million. County decisions regarding premiums of over \$7 million issued under County credit will be forthcoming at a future time. Until then, the total premium amounts will be held as contingency by the County.
Funding Source	General Obligation bond funding.
Duration	The term of the bonds is 15 years.
Previous Board Action	<ul style="list-style-type: none"> <li>• 1-14-2016: Reimbursement resolution for the County and C800 partners;</li> <li>• 1-26-2016: Ballot measure language policy session;</li> <li>• 2-18-2016: Referral of the question on the May 2016 ballot; and</li> <li>• 6-16-2016: Certification of election approving the bonds.</li> <li>• 7-21-2016: Board Order authorizing the sale of the bonds</li> </ul>
Strategic Plan Alignment	<p>This action aligns with the following Board strategic priorities:</p> <ul style="list-style-type: none"> <li>• Build Public Trust through Good Government: supports and assists a cooperative effort among multiple agencies and two counties to best serve the public in emergencies</li> <li>• Build a Strong Infrastructure: replacement and upgrade of the emergency responder radio system will provide more resilient and effective public safety radio system infrastructure</li> <li>• Ensure Safe, Healthy and Secure Communities: anticipated new infrastructure resulting from the bond proceeds will better allow emergency responders to provide safe and secure communities for all residents of Clackamas County</li> </ul>
Contact Person	Laurel Butman, Deputy County Administrator, 503-655-8893 Marc Gonzales, Finance Director, 503-742-5405

**Background:**

Clackamas County was asked by the Board of Directors of the C800, an ORS 190 agency which provides emergency radio communications in Clackamas County, to place a measure on the May 2016 ballot asking voters to approve a countywide General Obligation Bond levy of approximately \$59 million to finance replacement of the emergency radio system and necessary components thereof.

The County placed the question before the voters seeking their approval to issue General Obligation debt to finance this replacement project. On May 17, 2016 the voters approved the bond measure. The debt service will thus be provided through a levy estimated to cost about \$26.25 per year for the typical Clackamas County taxpayer living in a home with an assessed value of \$262,500.

In concurrence with Board Order No. 2016-72, staff completed the bond sale. In order to make sure the bond proceeds are spent in compliance with the ballot measure as well as financial and procurement requirements, County and C800 staff and counsel created an Intergovernmental Agreement between the entities that provides for County oversight and management. The Board is being asked to adopt that Intergovernmental Agreement.

**Recommendation:**

Staff respectfully recommends that the Board adopt the attached Intergovernmental Agreement.

Respectfully submitted,

Laurel Butman  
Deputy County Administrator

Marc Gonzales  
Finance Director



# INTERGOVERNMENTAL AGREEMENT

## Clackamas County Public Safety Radio System Replacement Project Bond Funding

**THIS AGREEMENT** (Agreement) is made and entered into pursuant to Oregon Revised Statutes (ORS) 190.010, by and between Clackamas 800 Radio Group (C800), an intergovernmental entity formed and authorized by ORS chapter 190, and Clackamas County (County), a political subdivision of the State of Oregon. This Agreement shall be effective upon signing by both parties and shall continue through the life of the Public Safety Radio System Replacement General Obligation bond or the life of any refunding of same, whichever is later.

The Agreement defines the respective roles and responsibilities of the County and C800 with respect to the Public Safety Radio System Replacement Project and any subsequent activities related to the bond funding as defined below. As the entity responsible for the bond funding, the County will retain management control and oversight of all bond related expenditures and compliance with laws, policies, debt covenants, and procedures, and C800 covenants to comply with the same.

### RECITALS

**WHEREAS**, C800 owns and operates the public safety 800 MHz trunked radio system (Radio System) serving emergency responders of the County; and

**WHEREAS**, C800 has determined that the Radio System needs to be replaced and expanded; and

**WHEREAS**, C800 has developed a plan and budget for the Public Safety Radio System Replacement Project (Project), and needed to obtain a source of funding for the Project; and

**WHEREAS**, an ORS 190 entity is not authorized to issue general obligation bonds; and

**WHEREAS**, the County placed a successful measure on the May 2016 ballot for the purpose of supporting the Project, obtaining voter approval to issue up to \$59 million in general obligation bonds; and

**WHEREAS**, the Project includes covering all costs and expenses relating thereto, including but not limited to financing costs; and

**WHEREAS**, the parties desire to establish responsibilities for and appropriate uses of the bond proceeds;

**NOW, THEREFORE**, C800 and the County hereby agree as follows:

### AGREEMENT

#### 1. Scope of Work

**Project Description:** Once completed, the Project will replace and enhance the current county-wide two-way 800MHz radio system. The Project will generally include refurbishing existing and adding new radio sites, communication towers, communications buildings, conventional and emergency power systems, infrastructure radio equipment or base station radios and controllers, dispatch console systems, antenna systems, microwave communication links between sites, and associated or required accessories and related equipment. The Project also includes an allowance for helping agencies purchase subscriber radio equipment, such as portable, mobile, and/or control station radios as needed by the personnel of the individual agencies comprising C800 to utilize the system.

**INTERGOVERNMENTAL AGREEMENT**  
**Clackamas County Public Safety Radio System Replacement Project Bond Funding**

This allowance shall be allocated by the C800 Board on an equitable basis between partner and member agencies. Any additional cost for subscriber radio equipment will be the sole responsibility of the partner and/or member agency.

**Project Timeline and Cost.** Construction is anticipated to be completed with the radio system in service by the end of June 2019. The cost of the Project is projected not to exceed \$59,000,000, including financing-related costs. The County certifies that it has \$53,155,000 in non-taxable bond and \$5,845,000 in taxable bond proceeds available for the project. If these bond proceeds are exhausted, any remaining projects costs are the sole responsibility of C800.

Additionally, premiums yielded by the bond sale exceed the \$59 million estimated Project cost as published in the ballot measure and will be held as contingency in reserve by the County until such a time as the Board of County Commissioners (BCC) determines their future use. If not needed as contingency for the Project. This contingency funding will only be made available for uses of the proceeds consistent with the scope of the May 2016 ballot measure, including unforeseen project cost increases beyond the control of C800 and will only be released at the sole discretion of the BCC. The County will solicit advisory input on these matters from C800 and its Citizen Accountability Committee for the Project.

## **2. Roles and Responsibilities**

The County's role is to provide overall oversight and fiscal administration of the bonds. C800's role is to provide responsible project management of the public safety radio system upgrade and radio replacement elements through its Board and assigned staff representatives.

### County Responsibilities:

- a) Assign a County Lead Project Manager to the project, initially the Deputy County Administrator (County Lead).
- b) Implement bond issuance(s) and disclosures; debt may be issued in multiple series.
- c) Invest the bonds in accordance with the County's investment policy.
- d) Provide oversight, compliance, and accountability related to the expenditure of bond proceeds.
- e) Provide overall fiscal management, tracking and reporting consistent with financial and procurement compliance requirements.
- f) Collaborate with assigned C800 staff regarding the management of the replacement/upgrade of the public safety radio system.
- g) Review and comment on or approve procurement project scopes and all change orders and scope modifications pursuant to Section 7 of this Agreement.
- h) Review and approve eligible reimbursement requests and maintain project files for at least the term of any bond funding (including refunding bonds) plus three (3) years.
- i) Make approved disbursement of bond proceeds to C800 for eligible expenses.

### C800 Responsibilities:

- a) Comply with all bond requirements and County processes and procedures.
- b) Develop a comprehensive project plan, scope, calendar and cost estimates.
- c) Ensure County-approved C800 procurement rules (as attached hereto as Exhibit B) are followed for all elements of the project plan and obtain County approval for changes or variances from standard procurement processes, as more fully described in Section 4 below.
- d) Present change orders and/or scope modifications to the County for consideration and prior approval related to the public safety radio system project pursuant to Section 7 of this Agreement.
- e) Review and submit copies of all invoices with reimbursement requests.

**INTERGOVERNMENTAL AGREEMENT**  
**Clackamas County Public Safety Radio System Replacement Project Bond Funding**

- f) Provide Project management and interface directly with County Lead.
- g) Maintain project files, including copies of all invoices and contracts related to the project, for at least the term of any bond funding (including refunding bonds) plus three years.
- h) Maintain and insure project assets in compliance with Section 13 of this Agreement.
- i) Appoint a County representative to sit on the Project Citizen Accountability Committee.

The County and C800 recognize the importance of this Project and will commit the necessary staff resources to ensure its success. C800 acknowledges that the bond proceeds will be the sole capital contribution from the County for the Project.

**3. Project Plan**

C800 will develop a comprehensive Project Plan that includes detailed scope, deliverables, cost, and timelines for all elements of the Project. Once approved by the County, the plan and any subsequent amendments thereto shall automatically and without need of further action replace Exhibit A to this Agreement. The County shall not be obligated to disburse funds under Section 5 until an initial Project Plan consistent with this Section is completed.

**4. Procurement Process**

All vendors and suppliers will be selected through the County-approved C800 purchasing rules and regulations as attached in Exhibit B (C800 LCRB Rules) and the applicable provisions of state law, including but not limited to ORS Chapters 279A, 279B, and 279C. Any changes to the C800 LCRB Rules must be preapproved by the County.

**5. Bond Disbursement**

Requests by C800 for bond disbursement to reimburse Project expenses that are within the agreed upon scope, cost, and timeline of the Project require joint approval by the County Lead and Finance Director. The County will disburse bond funds when the following requirements are met:

- (a) Bond Compliance: Requests are for items confirmed to be within the project scope preapproved by the County. The costs must be eligible expenditures under the bond covenants. Non-capital (operating) costs will only be covered to the extent that there are taxable bond proceeds available to reimburse these expenditures.
- (b) Performance: C800 has demonstrated timely delivery, receipt, or provision of approved goods or services to the County's satisfaction.
- (c) Reimbursement Requirements: C800 has followed the reimbursement requirements outlined in Section 6 of this Agreement.
- (d) Change Orders: C800 has followed the change order requirements outlined in Section 7 of this Agreement.

**6. Reimbursement Requests; Approval Process**

C800 shall make Reimbursement Requests for expenditures for the Project using a completed Reimbursement Request Form accompanied by a brief narrative about the expenditures, invoice(s), receiving document(s), and proof of payment. C800 will submit reimbursement requests to the County Lead via mail or email no more than once monthly, but not less than quarterly. Requests are due no later than fifteen (15) days after the month or quarter ending.

Reimbursement Requests will be reviewed to ensure compliance with bond requirements. Expenditures will be deemed either eligible or ineligible for reimbursement. Additional documentation maybe requested. The County Lead and County Finance Director must jointly approve any reimbursement request before bond funding will be disbursed. Once approved, the County Finance Department will process the disbursement of applicable bond funds to C800 through their normal accounts payable process.

**INTERGOVERNMENTAL AGREEMENT**  
**Clackamas County Public Safety Radio System Replacement Project Bond Funding**

**7. Change Orders**

C800 will promptly notify the County of any proposed change orders and disputes with contractors or subcontractors. C800 will present any change orders that deviate from the agreed upon project scope, cost, or timeline to the County Lead for consideration and approval. The County Lead will forward any major changes will be forwarded to the County Board of for consideration and approval. A “major change” is defined as: a) any cost change in excess of \$150,000; or b) change in scope, cost, or timeline referred to the Board of County Commissioners by the Citizen Accountability Committee.

**8. Audit; Financial Controls**

In its annual audit, C800 shall include a review of the Project accounting and financial controls, and shall provide the County with a copy of the annual audit report, no later than thirty (30) days after the completion of the audit. C800 shall provide interim unaudited financial reports (Balance Sheet and Statement of Revenues & Expenses) to the County Lead on a monthly basis, during the life of this Agreement

**9. Ownership of Assets**

C800 will own all assets purchased or constructed with bond proceeds and will account for such assets in its accounting records. If any of the following events occur prior to the full repayment of the bonds, all assets purchased with the bond funds automatically and without further action revert to the ownership of the County:

- (a) C800 becomes insolvent;
- (b) C800 suffers or consents to or applies for the appointment of a receiver, trustee, custodian, or liquidator of C800 or any material part of the C800's property;
- (c) C800 becomes generally unable to pay or fails to pay its debts as they become due;
- (d) C800 makes a general assignment for the benefit of creditors;
- (e) C800 files a voluntary petition in bankruptcy or seeks to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code or under any state or other federal law granting relief to debtors, whether now or hereafter in effect;
- (f) Any involuntary petition or proceeding pursuant to the Bankruptcy Code or any other applicable law relating to bankruptcy, reorganization, or other relief for debtors is filed or commenced against C800 and is not dismissed, stayed, or vacated within 60 days after the filing or C800 files an answer admitting the jurisdiction of the court and the material allegations of any such involuntary petition;
- (g) C800 is adjudicated a debtor in bankruptcy, or an order for relief is entered by any court of competent jurisdiction under the Bankruptcy Code or any other applicable state or federal law relating to bankruptcy, reorganization, or other relief for debtors; or
- (h) C800 takes any corporate action authorizing, or in furtherance of, any of the foregoing.

C800 agrees that it shall take all action necessary to effectuate the transfer of such Project assets to the County when required pursuant to this Section 9.

**10. Progress Reports**

As soon as feasible after this Agreement takes effect, the C800 project team will establish significant milestones for project completion and transmit them for review and approval to the County Board of Commissioners and the Citizen Accountability Committee. Written Progress Reports on the established milestones will be provided on a quarterly basis to the County Board of Commissioners and the Citizen Accountability Committee.

**INTERGOVERNMENTAL AGREEMENT**  
**Clackamas County Public Safety Radio System Replacement Project Bond Funding**

**11. Right to Inspect Records**

C800 shall maintain a reasonable accounting system that enables the County to readily identify C800's assets, expenses, costs of goods, and use of funds associated with the Project. The County and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursements supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; chargeback logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. C800 shall at any time requested by the County, whether during or after completion of this Agreement, make such records available for inspection and audit (including copies and extracts of records as required) by the County. C800 shall ensure the County has these rights with C800's employees, agents, assigns, successors, contractors and subcontractors, and the obligations of these rights shall be explicitly included in any contracts, subcontracts or agreements regarding the purpose of this Agreement and/or completion of the Project.

**12. Assignment**

The rights and obligations of C800 under this Agreement may not be assigned in whole or in part without the prior written consent of the County.

**13. Property Maintenance and Insurance**

C800 shall be responsible for maintaining all assets purchased or constructed pursuant to this Agreement. All real property, radio towers, operating systems, equipment and components shall be maintained in accordance with manufacturer's specifications and maintenance cycles, industry standards and guidelines for similar or like items, and in a manner satisfactory to County requirements. Troubleshooting problems, repair, and replacement shall be performed on an as-needed basis, but all systems, equipment and components exhibiting the possibility of potential failure shall be repaired or replaced at the soonest possible opportunity to prevent system failures

C800 shall maintain an inventory of Radio System assets subject to this Agreement; notify the County of any loss or damage; and secure prior approval from the County for disposal of such assets. Within one (1) year of this agreement, C800 shall submit an asset management plan to the County covering any and all assets procured or to be procured with bond funds. This asset management plan will become the basis for maintenance reimbursements throughout the life of the bond.

C800 shall provide insurance for all assets purchased and utilized under the terms of this Agreement. The type and amount of insurance shall be maintained at the same levels as C800 maintains for other similar assets. Clackamas County, its agents, officers, and employees shall be a named as additional insured on the insurance policy as regards the Project assets. Proof of insurance shall be submitted to the County Lead no later than the submission of the first reimbursement request.

**14. Term of Agreement**

Unless earlier terminated by mutual agreement, this Agreement shall terminate upon retirement of the bonds or the life of any refunding of same, whichever is later.

**15. Disposition of Unused Funds**

Upon termination of this Agreement, at the County's discretion, any unspent bond funds and any interest accrued shall be retained by the County.

**INTERGOVERNMENTAL AGREEMENT**  
**Clackamas County Public Safety Radio System Replacement Project Bond Funding**

**16. No Third-Party Beneficiaries**

This Agreement shall be solely between C800 and Clackamas County. No benefits are intended for, nor shall any benefits accrue to, any third party as a result of this Agreement.

**17. Duty to Cooperate; Remedies for Breach**

If a conflict arises between the parties in the implementation of this Agreement, the parties agree to work in good faith toward a cooperative resolution. If, despite good-faith efforts to work cooperatively, either party fails or refuses to complete its obligations under this Agreement, the party not in breach shall have all remedies available at law to compel compliance by the other party and to recover monetary damages necessary to make the non-breaching party whole. In addition to any other remedy available at law or equity, failure of C800 to meet the obligations set forth herein shall allow the County to require the disgorgement, return, or repayment of funds received under this Agreement promptly, but in any case no later than sixty (60) days.

**18. Amendment.**

This Agreement may be amended by mutual agreement of the parties. To be effective, all amendments shall be in writing and signed by authorized representatives of each party.

**19. Hold Harmless**

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act (ORS 30.260 to 30.330), C800 shall hold harmless and indemnify the County, its officers, elected officials, employees, and agents against any and all claims, damages, losses and expenses, arising out of, or resulting from C800's own acts or omissions.

**20. Severability.**

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

SIGNATURE PAGE FOLLOWS

**INTERGOVERNMENTAL AGREEMENT**  
**Clackamas County Public Safety Radio System Replacement Project Bond Funding**

SIGNATURE PAGE

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Clackamas County Board of Commissioners

Clackamas 800 Radio Group

\_\_\_\_\_  
John Ludlow, Chair

\_\_\_\_\_  
Fred Charlton, Chair

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Chris Storey, Assistant County Counsel

\_\_\_\_\_  
Eileen Eakins, C800 Attorney

**INTERGOVERNMENTAL AGREEMENT  
Clackamas County Public Safety Radio System Replacement Project Bond Funding**

**EXHIBIT A**

**DRAFT PROJECT PLAN FOR  
CLACKAMAS COUNTY/C800 INTERGOVERNMENTAL  
AGREEMENT**

**Regarding**

**Clackamas County Public Safety Radio System Replacement  
Project Bond Funding**





11300 SE Fuller Rd  
Milwaukie, Oregon 97222  
(503) 780-4806  
C800.ORG

November 22, 2016

#### **C800 User Agencies**

Clackamas Fire District #1  
Chief Fred Charlton  
Chair C800

Boring Fire District  
Chief Fred Charlton

Canby Fire District  
Chief Jim Davis

Canby Police  
Chief Bret Smith

Clackamas County Sheriff  
Sheriff Craig Roberts

Estacada Fire District  
Chief Bob Morrissey

Gladstone Police  
Chief Jeff Jolley

Gladstone Fire  
Chief Tom O'Connor

Lake Oswego Fire  
Chief Larry Goff

Lake Oswego Police  
Chief Don Johnson

Milwaukie Police  
Chief Steve Bartol

Molalla Fire District  
Chief Vince Stafford

Molalla Police  
Chief Rod Lucich

Oregon City Police  
Chief Jim Band

Sandy Fire District  
Chief Phil Schneider

Sandy Police  
Chief Kim Yamashita

TVFR  
Chief Mike Duyck

West Linn Police  
Chief Terry Timeus

American Medical Response  
Ben Sorenson

Lake Oswego Communications  
/ LOCOM  
Leslie Taylor,

Clackamas 9-1-1 Dispatch  
CCOM  
Bob Cozzie, Director

John Hartsock, Manager C800  
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In accordance with Article 3 of the Intergovernmental Agreement, between Clackamas County (County) and Clackamas 800 Radio Group (C800) for the Clackamas County Public Safety Radio System Replacement Project Bond Funding (Project), C800 shall provide a Project Plan (Plan).

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*C800 will develop a comprehensive project plan that includes detailed scope, deliverables, cost, and timelines for all elements of the Project. Once approved by the County, The plan shall automatically and without need of further action replace Exhibit A to this Agreement. The County shall not be obligated to disburse funds under Section 5 until such Project Plan is completed.*

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The following is the Project Plan:

### **Section 1 - Project History**

### **Section 2 - Project Scope**

### **Section 3 - Deliverables**

### **Section 4 - Cost**

### **Section 5 - Timelines**

## Section 1 - PROJECT HISTORY:

**REGIONAL RADIO PARTNERSHIP:** In 2010 C800, WCCCA (Washington County Consolidated Communications), City of Portland, and CRESA (Clark Regional Emergency Services) all realized that their respective public safety communications systems would need to be replaced in near future do to age, looming lack of support and technology advances to digital that have occurred since these systems were implemented. The four organizations formed a partnership named the Regional Radio Partnership. The goal of the partnership was to determine the future public safety communications system needs for the greater Portland region.

### REGIONAL PUBLIC SAFETY RADIO SYSTEM HISTORY:

- In 1993 the City of Portland implemented a Multnomah County wide 800 MHz public safety communications system. This project was funded by City debt issuance.
- In 1994 WCCCA (Washington County, Oregon) implemented a county wide 800MHz public safety communications system. The project was funded by a voter approved serial levy.
- In 1996 CRESA (Clark County, Washington) implemented a county wide 800MHz public safety communications system. This project was funded by an increase in the local sales tax
- In 2002 C800 (Clackamas County, Oregon) implemented a county wide 800MHz public safety communications system. The project was funded by a Clackamas County issuing debt which was repaid by the C800 Partners via user fees.
- In 2002 C800 and WCCCA formed a partnership via Intergovernmental Agreement to couple the two systems together which reduced capital cost and operating cost. WCCCA Technical Services manages and maintains the combined systems.

These four new systems replaced a multitude of aging, independently operated 450MHz / UHF and 150MHz/VHF systems owned by the various public safety jurisdictions within the four counties.

**REGIONAL RADIO SYSTEM STUDY:** The partnership obtained a \$1.1M FEMA (Federal Emergency Management C800) / PSIC (Public Safety Interoperability Communication) grant to retain a consulting firm with the appropriate technical expertise to conduct a comprehensive assessment and provide recommendations for a public safety communications system for the region.

The partnership prepared and published a request for qualifications to which eleven firms from across the country replied. From the eleven firms three were short listed to provide a comprehensive proposal. All three firms are nationally recognized public safety communication system planning, procurement, project management, and commissioning experts.

Note that radio equipment vendors were not allowed to participate in the consulting work.

IXp from Cranbury, New Jersey was chosen by the evaluation committee to perform the work.

The partnership also prepared and published a request for proposals for project management firms to coordinate and oversee the work of the technical consultant. Deltawrx, Los Angeles, CA was chosen by the evaluation committee to perform the work. It should be noted that Deltawrx also has extensive experience in public safety communication systems planning, procurement, project management, and commissioning.

## WHY DO THE RADIO SYSTEMS NEED TO BE REPLACED?

1. **Maintain Interoperability:** The Federal and State governments are requiring interoperability between all public safety systems. The Region enjoys effective interoperability with its current systems. However, as some of the partners and adjacent jurisdictions upgrade their technology this current interoperability will be lost.
2. **End of Life of the Equipment:** As happens with all electronic technology, the equipment in these four systems has either been phased out, or is being phased out by 2017 to a digital solution. This means technical support, repairs, upgrades, and parts by the manufactures are will be no longer available.
3. **Technology Advancement:** The current systems are mid 1980's based analog technology which is now approaching thirty years old. Without vendor support for repairs and replacement parts these systems will become unsupported and eventually begin to fail. The result will be loss of some or all the critical elements of the current communications systems. The rate or magnitudes of failures or resulting impacts are not easily predictable.
4. **Population Growth:** The region's population has significantly increased since 1990 and continues to increase. This increases the service area of law enforcement and Fire/EMS personnel and the need for additional radio and data communications coverage.

**REGIONAL RADIO RECOMMENDATIONS:** IXP's approved work product and deliverables included:

- 1) **Needs Assessment Report** – (Interviews and surveys of user agencies and field personnel),
- 2) **Legacy System Characterization Report** – (Site visits and evaluation of existing systems),
- 3) **System Alternatives and Recommendation Report** –
  - Move to a digital 800/700MHz trunked platform which is P25 compliant to allow a multi-vendor solution.
  - Comply with State and Federal interoperability requirements.
  - Accommodate population growth by adding additional radio coverage.
  - Improve the limited “in building” radio coverage to key buildings such as schools, hospitals, retail centers, and large office buildings.
  - Add an LTE broad band mobile data layer.
- 4) **Functional Requirements Report**, –
  - Provide on the hip portable radio coverage across all four counties.
  - Provide an additional 12dB of signal for in building coverage within all urban growth boundaries.
  - Provide LTE broadband mobile data.
- 5) **Conceptual Design**,
- 6) **Cost Analysis Report**,
- 7) **Cost of Operations Document**, and
- 8) **Business Plan**.

IXp's recommendation was to consolidate and create one system for the four-county area.

The Regional Radio System Partnership, after careful deliberation, determined that a "system of systems" approach would be more effective than one, single, multi-county / multi-state system. The "System of Systems" approach allows each entity to own and operates their own system but to share resources where possible while ensuring compatibly and interoperability between systems.

The Regional Radio System Partnership continues with a mission to coordinate these systems.

**CURRENT RADIO REPLACEMENT APPROACH FOR - PORTLAND / CRESA / WCCCA / C800:**

	<b>Portland</b>	<b>CRESA</b>	<b>WCCCA</b>	<b>C800</b>
<b>Service Area</b>	466 sq. miles	656 sq. miles	726 sq. miles	1879 sq. miles
<b>Population</b>	766,135	443,817	550,990	383,857
<b>Law Enforcement / Fire Agencies</b>	13	20	19	16
<b>Number of Cities</b>	6	8	12	7
<b>Vendor</b>	Motorola	Motorola	TBD	TBD
<b>Status</b>	Complete	90% Complete	Planning	Planning

**CITY OF SALEM:**

The City of Salem in this same time frame determined that it too needed to update its public safety radio system. Salem has chosen to procure an 800MHz Project 25 trunked radio system as well which effectively enlarges the Portland regions "System of Systems" approach. They have chosen Motorola as their vendor and are in the planning stages.

## Section 2 - Project Scope:

### General Overview:

- The conceptual design of the Project is to maintain and expand the existing public safety radio coverage and to address the potential for system performance loss for going from analog to digital.
- Based on radio propagation studies the design adds 14 new sites for enhanced coverage and in building coverage improvements.
- Due to the technology and the age of the microwave system as well as the added radio sites the design includes the replacement of the microwave system.
- The design is based on an APCO Project 25 (P25) Phase 2 simulcast solution. Utilizing Phase 2 vs. Phase 1 now is to avoid the upgraded at a future time and to gain additional talk channels.
- The design will be deploying a geo-redundant master site and geo-redundant prime sites for sustainability.
- The design includes the replacement of the dispatch console systems at LOCOM and CCOM.
- The design includes the development of a backup dispatch system to be utilized in disaster situations
- The design includes a dedicated antenna system for the Clackamas County Jail to insure coverage
- The basis for design is a Motorola Astro Project 25 system including its feature sets and interoperability options. As the balance of the systems in the Portland Metropolitan area (City of Portland / CRESA / Salem) have chosen to utilize Motorola it is imperative that the C800/WCCCA system be 100% compatible and interoperable to maintain officer safety.
- The Project will provide a portion of the replacement portable and mobile radios for all police and fire personnel, the user agencies are responsible for the balance.
- The Project includes purchasing long term warranty services and system upgrades and technology refresh on every 2-year basis for 10 years.
- The Project includes the replacement of the paging notification system.
- The Project is a joint venture between C800 and WCCCA in accordance with the Intergovernmental Agreement between the agencies.

**System Design:** Based on the work of IXP, from the Regional Radio Partnership study, C800/WCCCA personnel utilized the Functional Design and Conceptual Design reports to build the basis of the proposed system. The team set the system performance requirements or coverage considerations to be a portable radio worn on the hip with reliability 97% of the time over 90% of the area with a Digital Audio Quality (DAQ) of 3.4.

Coverage considerations dictate the number and locations of our radio sites. The frequency availability and traffic patterns determined that the system should be simulcast. Simulcast means that the radio transmission is transmitted from multiple sites at the exactly same time so that anyone within the coverage area can hear or talk back. Coverage engineering may be the most complex area of the radio system specification and design process.

There are many ways to describe coverage performance. It is typically done in several different ways, which together describe what our user can reasonably expect when the new system is implemented. Delivered Audio Quality (DAQ) is the most common signal quality measure in P25 for Public Safety.

DAQ	Definition
1	Unusable. Speech present but not understandable.
2	Speech understandable with considerable effort. Requires frequent repetition due to noise or distortion.
3	Speech understandable with slight effort. Requires occasional repetition due to noise or distortion.
3.4	Speech understandable without repetition. Some noise or distortion present.
4	Speech easily understandable. Little noise or distortion.
4.5	Speed easily understandable. Rare noise or distortion.
5	Perfect. No distortion or noise discernible.

For Public Safety, the accepted objective is to provide DAQ 3.4 over the service area. DAQ 3.4 is defined as “speech understandable with repetition only rarely required, and with some noise and/or distortion.” A lower DAQ (for example 3.0) may require excessive speech repetition while a higher value (for example 4.0) may require a prohibitively high level of infrastructure investment.

Further the user community requested improved communications within buildings particularly Schools / Hospitals / Government Buildings / Large Retail Buildings / Large Commercial Buildings. To provide this additional coverage over the entire service area (Clackamas County) was prohibitively expensive. It was determined that providing this additional coverage within established UGB’s (Urban Growth Boundaries) would be acceptable to the users. It was determined that an additional signal level or power of 12dB would achieve one wall penetration. If additional coverage is required building owners will need to add in-building amplification systems as required by the Oregon Building and Fire codes.

C800 has 11 existing sites. The team utilized computer design software to predict where additional sites would be required to meet the desired coverage and performance model. Based on these predictions 14 additional sites were located. (See attached maps showing Portable at the Hip and Mobil coverage. Note the maps also show the WCCCA sites as the sites in both systems combine to meet our coverage predictions.)

The system is segregated into Cell’s to place radios in geographical areas to meet predicted radio traffic and more economically design the system. The following is a list of the proposed sites and the number of radios at each site.

C800 Simulcast Cell A	# of Radios	C800 Simulcast Cell B	# of Radios	C800 Simulcast Cell East	# of Radios	C800 Simulcast Cell C	# of Radios
Carver	10	Canby	8	Brightwood	8	Angel Falls	8
Damascus	10	Estacada Day Hill	8	Crutcher Bench	8	Oak Grove Butte	8
Wilsonville Tank	10	Highland Butte	8	Tom Dick & Harry	8	Whale Head	8
Mount Scott	10	Redland Road	8	Lenhart Butte	8		
Mountain View	10			Timberline	8		
Pete’s Mountain	10						
Sandy	10						
View Acres	10						
Skyline or Cooks Butte	10						
<b>Goat Mtn ASR</b>	8	<b>Sawtell ASR</b>	8				

The final radio system design will also include VHF / UHF / and 700/800MHz federal interoperable radios for back up and disaster management.

The radio system design includes appropriate spares, test equipment, staff training, and an asset management system to insure equipment control.

**NOTE:** The Radio System design outlined here will be augmented with final System Design documents from the selected radio system vendor.

The team has designed an 11GHz microwave communications loop between the radio sites to facilitate communications between the sites and to the prime sites at Clackamas County Communications (CCOM) and WCCCA.

**NOTE:** The Microwave System design outlined here will be augmented with final System Design documents from the selected microwave system vendor.

The design includes a 48V DC power system at each site to operate the radio system. This is comprised of a 2000 Amp Hour battery stack and rectifier charging system to maintain the batteries.

There is a CCTV system at each site for security along with other security and alarm functions to manage and control the site.

**NOTE:** The CCTV / Security / Alarm System designs outlined here will be augmented with final System Design documents from the selected vendors.

**Site Designs:** The typical project radio site is a 2,500sq ft. compound enclosed by a chain link fence. The site contains a 12'x24' pre-cast concrete communications shelter to house the radio equipment. The shelters contain redundant HVAC units to heat and cool the structures. There is also a 150' or 180' lattice type communications tower (based on site specifics) with transmit and receive antennas and microwave dishes. The towers are designed to with stand a min of 90mph wind and ice accumulation (based on location), and level 4 seismic movement. These sites are considered "Essential Facilities" by the Oregon Building Code which imposes significantly greater design requirements for survivability in seismic and wind events. There is an emergency backup generator with a 1,000gal propane fuel supply as backup power in the event of losing utility power.

**Existing Sites:** Existing sites will be evaluated on a site by site basis to determine upgrades required to meet current requirements. All existing towers will be evaluated to determine if upgrades are required to meet loading and seismic stability and survivability. At a minimum existing generators, more than five years old, will be replaced and all fuel tanks increased to 1,000 gal. Existing 48V battery systems will be upgraded to current technology and battery strings more than 5 years old will be replaced.

## Section 3 – Deliverables

The following outlines the Project deliverables by project component:

### 1. Project Management

The Project Manager shall be responsible for providing the overall program coordination, scheduling, and cost oversight and the successful implementation of all key project elements. The Project Manager shall establish project priorities and goals for project performance including budget and schedule limitations and oversee projections for and timely achievement of milestone completion dates for project.

The Work shall include be not be limited to:

- a. Develop and maintain a master schedule of all project elements depicting key milestones, project progress, resource utilization, and project cost. All to be tracked and reported periodically, in a time progressive manner.
- b. Develop and maintain a master financial schedule of all assigned projects to track individual project budget totals and cash flow.
- c. Develop and support the implementation of policies and procedures for project operations
- d. Manage the various project elements via their respective project managers that are assigned by the vendors as contracts are established and set in motion.
- e. Generate and distribute (minimum of monthly)/present periodic summary/management reports that clearly communicate the projects status, costs, progress, issues, or concerns and any corrective actions or counter measures as may be needed to maintain the master schedule.
- f. Call and oversee periodic project meetings (minimum of one per month) with all others responsible for one or more key project element, collect status, create and assign actions items as needed, generate action reports and track and close all actions. Elevate any action or issue that impacts the overall schedule in a negative manner.
- g. Attend meetings with land owners/potential land owners, public officials, and contractors as needed to assist the Site Acquisition and Design consultants to secure lands, and permits for the construction of communications sites.
- h. Attend status meetings with C800, management and/or staff to provide timely and accurate project status and progress.
- i. Aid and/or advice in the development and execution of the procurement process as appropriate, for each key project element.
- j. Coordinate with WCCCA and/or C800 Technical Staff to ensure deliverables/assignments are scheduled and coordinated to maintain project flow.
- k. Coordinate FCC frequency licensing and allocation, and coordinate fleet mapping.

### 2. Site Acquisition / Permitting / Entitlement:

Completed site acquisition and required land use and construction permits for designated sites. The work shall include but not be limited to:

- a. Provide management and administration for the land acquisition and entitlement process for the use of communication sites required by C800. Define and manage the site identification, due diligence, procurement or leasing, and permitting of new public safety communication facilities, and provide financial tracking, forecasting and billing as per C800 contract terms.



- b. Assist in acquiring clear land title/site lease/shared use agreement for the selected candidate sites and assist in negotiations for land purchase or option/ lease/ license agreement.
- c. Prepare an analysis of lease vs. purchase option for C800's consideration prior to negotiations being initiated for a site.
- d. Ensure proper flow of information concerning site acquisition, permitting and notice to proceed to construction with C800 to facilitate a smooth and efficient transition to construction and project closeout.
- e. Negotiate site acquisition to meet C800 guidelines. Work with third party site design personnel and C800 to resolve business related issues. Gain legal approval from C800 Counsel and/or aid in negotiation and resolution of business and legal issues.
- f. Serve as a point of contact for the community and/or government permitting agencies.
- g. Manage the preparation and filing of all entitlement applications and obtain landlord/owner signatures as required.
- h. Oversee the completion of zoning and permit applications for submittal to jurisdictions and coordinate the zoning process with C800 and related contractors.
- i. Manage the coordination, scheduling and tracking of site visits for C800 technical staff, authorized contractors, consultants or engineers until the permitting process is complete.
- j. Coordinate, order and track due diligence activities including but not limited to title, environmental reports, regulatory reports, lease exhibits and engineering plans required for zoning and building permit approvals.
- k. Manage preparation and update of site status reports/databases, site close-out packages, and attend C800 project meetings as required.
- l. Build a working relationship with land owners, as well as federal, state, and local governmental agencies as appropriate; preparing and presenting proposals and gauging their motivation for the project.
- m. Prepare, route and file all recording documents and administrative paperwork necessary to complete the site acquisition process.

### **3. Site Design and Engineering:**

Provision of engineering services (civil/electrical/structural / landscape and others as necessary) required to develop plans and specifications for: a) land use submissions and approvals; b) building permit submittal and approval; c) competitive bid packages; d) construction administration for the construction of public safety communication sites which are considered essential facilities. Services shall be aligned with the stringent requirements associated with public safety communication's systems and shall ensure full compliance with Motorola R56 Site Standards, local, state and federal codes and regulations as applicable. The work shall include providing:

- a. Plans, associated details and specifications for all elements including but not limited to:
  - i. Vicinity map / zoning map
  - ii. Site plan depicting the building, tower, generator and fuel source, fencing, utilities and ingress and egress routes
  - iii. Grading and Erosion control plan
  - iv. Tower/site grounding plan including external and internal one line depictions and ground buss details (internal and external) that is compliant to Motorola R56 Site Standards Elevations (building & tower) as designed by a registered professional engineer

- v. Shelter floor plan/layout and foundation design
  - vi. Tower, generator, fuel tank and associated foundation structural design
  - vii. Tower antenna, mounts, lines and hardware plan/schedule
  - viii. Detailed antenna system schematics (insets) including Azimuth and Elevation for each antenna
  - ix. Electrical plan including utility service requirements
  - x. Site fencing plan and associated details
  - xi. General Notes, contact information and requirements including a legend for abbreviations and symbols.
  - xii. Photo Simulations
- b. Jurisdictional application/process: The Consultant will support C800's site acquisition consultant in the entitlement and permitting process including but not limited to:
- i. Development of preliminary plans for and attending Pre-Application Review/Meetings and making corrections as required by the jurisdiction to obtain approval;
  - ii. Completion of required plans, specifications, and other documentation required for building permit application/plan review and corrections as required by the jurisdiction to obtain the building permit;
  - iii. Design review presentations as required

#### 4. Survey:

Provision of survey services by an Oregon licensed Surveyor including but not limited to:

- a. FAA 1A Certification for the proposed tower structure at the site per FAA standards. The certification will list the geographic coordinates of the structure, the ground elevation and the height of the proposed tower.
- b. Initial topographic survey of the tower site locating existing trees, fences, buildings and other improvements as depicted on the preliminary plans. The extents of the survey will be further defined during the initial site visit. Proposed power and telephone connections will also be located as directed by the C800 representative. Utilities marked out by the locate services will be located and shown on the survey. Easements and other plottable exceptions listed in a client provided title report will be shown on the survey.
- c. Final Survey based on a site plan provided by C800, (an update to the Initial Survey) of the site showing the compound area and access/utility easements. A legal description of the lease area and access/utility easement will be provided.
- d. Construction Survey shall include staking services of placing hubs and lathe at: compound corners, shelter corners, tower center and north offset, and access and utility route.

#### 5. Geotechnical Investigation and Recommendations / Environmental Studies:

Provision of Geotechnical investigations including field exploration, laboratory testing, foundation recommendations. To perform soils restively testing to be utilized for grounding design. To complete environmental studies including an ESA Phase 1 study, NEPA, archeology, and tribal reviews in accordance with permitting jurisdictions.

- a. Field Exploration Obtain utility locates and procure any required permits from authorities having jurisdiction. Provide one boring or test pit as required for a complete site evaluation. Classify and log subsurface soil conditions in the test holes and obtain bulk samples for laboratory testing.

- b. Perform laboratory testing as required to determine soil classifications, allowable bearing pressures for short and long term loadings, active and passive soil pressures, friction coefficient, and related information for use by the structural engineer.
- c. Evaluate site seismic hazards including, but not limited to, site geology, subsurface conditions, faults, ground movement, liquefaction potential and related information as necessary for the structural engineer to design foundations and tower steel.
- d. Geotechnical report, provide design recommendations including, but not limited to, bearing capacities (short and long term), active and passive lateral pressures, friction coefficient, seismic recommendations, boring logs, laboratory test results, maps and supporting documentation.
- e. Perform a soils resistivity survey in accordance with ASTM method G57-06 / IEEE Standard 81. Provide a report which outlines the findings for use by the Electrical engineer to design the appropriate R56 grounding system.
- f. Perform NEPA, archeology reviews and tribal reviews in accordance with FAA requirements providing the required notifications and reports.
- g. On the US Forest and Bureau of Land Management sites perform NEPA studies per the directives in the Forest Service Handbook 1909.15, or the Bureau of Land Management NEPA Handbook H-1790-1, as appropriate. All projects shall involve continuous consultation and review with the appropriate overseeing federal agency. At the completion of each study the following studies shall be provided: A complete report, in electronic and/or physical form, ready for submission on a date to be determined. Project Management of the project to deliverable is the responsibility of consultant including creation of milestones. Consultant will provide progress reports via phone conference, email or office visit as needed. Other deliverables as C800 requests or as project requires.

## **6. Site Construction:**

Based on plans and specifications developed under the Site Design and Engineering deliverable above the Project Manager shall develop and Invitation to Bid for the construction of the project scope depicted on the approved plans and specifications. This will be for new site development and for the retrofitting or remodeling of existing sites. The Invitation to Bid shall be advertised, bid, and awarded in accordance with C800's purchasing rules. The Project Manager will oversee the Site Construction and monitor progress and budget control, assure appropriate permits from local jurisdictions have been obtained. The Project Manager will arrange for independent testing and inspection services as required by the permitting jurisdiction.

## **7. Modular Buildings / Towers / Generators / 48V DC Power Systems / Site Alarms / Security Systems / Telemetry Systems / Network Management Systems:**

Based on plans and specification developed under the Site Design and Engineering deliverable and design standards developed as part of the final Radio System Design the Project Manager shall develop individual Invitations to Bid for the procurement of the Modular Buildings / Towers / Generators / 48V DC Power Systems / Site Alarms / Security Systems / Telemetry Systems / Network Management Systems. The Invitations to Bid shall be advertised, bid, and awarded in accordance with C800's purchasing rules. The Project Manager will oversee the production of these items and coordinate the delivery of the items to the site and integration into the project.

## **8. Microwave Communications System:**

The microwave communication system will be designed as part of a Design Build procurement and the requirements of the final Radio System Design. C800 procured and upgraded the existing microwave system in late 2015 due to technical issues. It is currently the intent to have that vendor design the

additional portions of the system to serve the new radio sites. The final design and procurement will include 28 additional paths. This will include microwave radios, antennas, installation, commissioning, and training.

NOTE: The Microwave System deliverable outlined here will be augmented with final System Design documents outlining deliverables from the selected microwave system vendor.

## 9. Simulcast Radio Equipment / Interoperable Radio Equipment / Master Site Radio Equipment / Console Equipment:

**Simulcast Radio Equipment:** The P25 simulcast radio equipment will consist of 202 base station radios located at the 25 sites as outlined above. Included with those radios will be racks to contain those radios, antenna systems and combiners, and associated equipment. Further the work will include installation, commissioning, and training for this equipment.

**P25 Trunked System Architecture -** The P25 simulcast cells and ASTRO 25 repeater sites connect back to the Project 25 master site IP core. Together, these sites provide wide-area coverage that exceeds coverage over what the existing 800 MHz analog system delivers. In Figure 1, note that each simulcast cell prime site and repeater site each have two links, one connected to the WCCCA 911 master site and the second connected to the CCOM master site location, as part of the Dynamic Systems Resiliency (DSR) functionality. Only two simulcast cells and one ASTRO 25 repeater site are shown to simply illustrate the concept of DSR geographic redundancy of the master sites and how they connect to the radio sites.

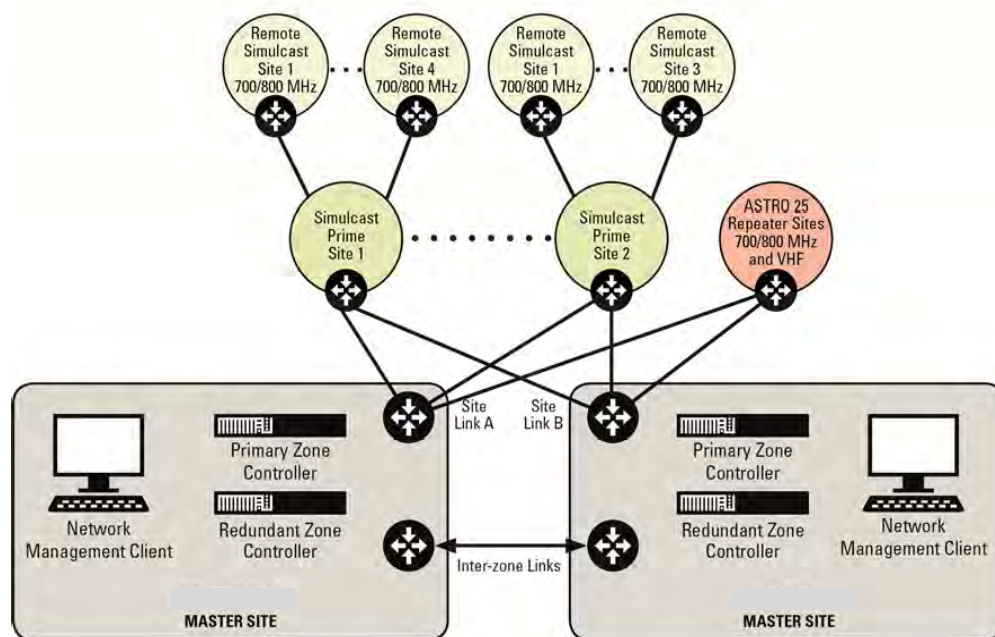


Figure 1 - High-Level Diagram of the P25 trunked Simulcast & ASR Subsystems

**Trunked Simulcast Cells & ASR Sites -** The proposed simulcast design maximizes the use of existing sites and RF infrastructure while offering industry-leading radio coverage performance through proven simulcast technology and design. The design allows for the greatest site separation distances between sites, which mean fewer simulcast sites are needed to cover a given area. Another benefit of simulcast systems is that the voting comparators automatically select the best site which enhances inbound (talk-in) coverage from radio users.

In Figure 2, the simulcast cells and ASR sites are shown once again connecting to the master sites, however, note the geographic redundant prime site controllers that are part of the proposed P25 trunked LMR system design. Geographic redundant prime sites controllers and voting comparators is known as “High Availability” simulcast

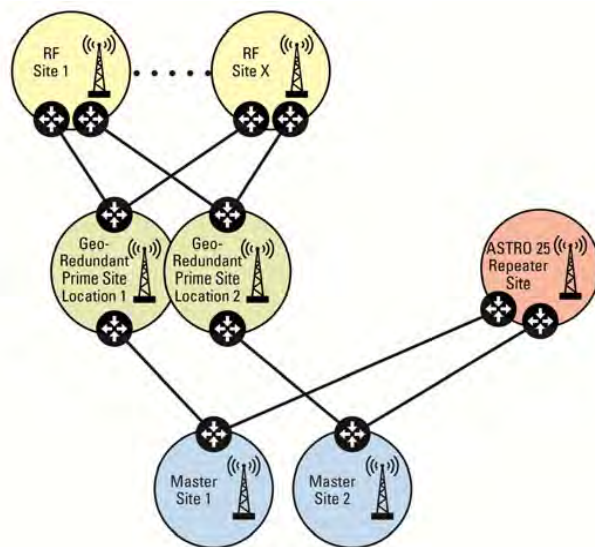


Figure 2 - High-Level Diagram of the P25 trunked Simulcast Cell & ASR subsystems

**Simulcast Subsites** - The GTR 8000 repeater system is at the core of the simulcast cells and ASR sites. The GTR 8000 platform requires low power, minimized rack space, and utilizes an IP based transport layer, which allows increased backhaul flexibility and capacity. Subscriber audio is received and packetized by the stations. The internal GPB 8000 provides both LAN routing and GPS services for each station at the site. The packetized audio is routed via the GPB 8000 and the local redundant site routers to the MPLS/microwave backhaul network. The microwave routes the audio to the active prime site to be voted.

**ASTRO 25 Repeater (ASR) Sites** - To supplement the wide-area simulcast coverage, standalone trunking repeater sites will provide localized facility and targeted fill-in coverage across the county. Each of the proposed repeater sites houses the same GTR-based hardware platform as the simulcast cell subsites. However, unlike the simulcast remotes sites, which connect to a prime site, the standalone trunking sites will connect directly to the master sites. These sites extend the P25 digital trunking coverage, and users will roam between the simulcast cells and repeater sites, without user or dispatch intervention.

**Interoperable Radio Equipment** This equipment will consist of 28 base station radios located at the 3 sites as outlined below. Included with those radios will be racks to contain those radios, antenna systems and combiners, and associated equipment. Further the work will include installation, commissioning, and training for this equipment.

There are three sites identified as interoperability sites which will contain new VHF, UHF, 700 & 800 MHz conventional base station equipment. These will all be wire-line controlled analog base station except for the 700 MHz stations, which operate in P25 digital mode. The four sites are as follows.

Timberline: 4 - VHF, 4 - UHF, 4 - 800 MHz, and 4 - 700 MHz stations

Goat Mtn: 2 - VHF, 2 - UHF, 2 - 800 MHz, and 2 - 700 MHz stations

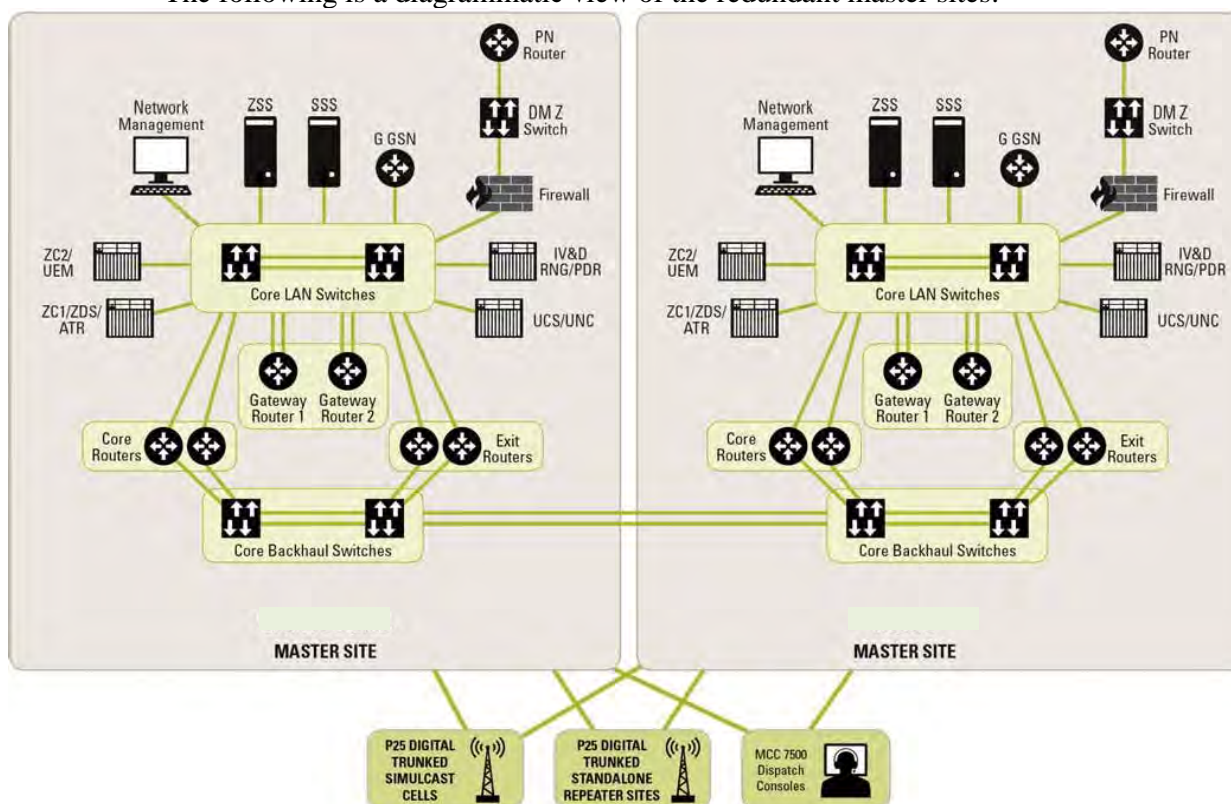
Mount Scott: 4 - 700 MHz stations

Each site has a combining and multicoupler w/TTA (Tower Top Amplifier) system employed, except VHF will have no TTA unit. The VHF & UHF banded stations will have their own antenna systems, while the 800 MHz & 700 MHz combining systems will share usage of the P25 trunked LMR (Land Mobile Radio) antennas. The P25 trunked LMR antennas have been selected to span the entire 700/800 MHz band which makes this possible.

**Master Site Radio Equipment:** This equipment processes calls and manages the system for the voice, data, and console subsystems. Two master sites will be utilized, with each master site providing backup for the other, one at CCOM and the other at WCCCA to provide geographic redundancy. The master sites will be designed to support the following features and functionality.

- a. Geographic Redundant Master Sites via Dynamic Systems Resiliency (DSR)
- b. High Availability Simulcast with Geographic Redundant Prime Sites and Comparators
- c. Integrated Enhanced Voice & Data
- d. Advanced Messaging System (AMS) and Client
- e. Ethernet IPv6 Redundant Site Links (one link to each master site)
- f. Inter System Subsystems Interface (ISSI) 8000 with Automatic Roaming in Redundant Configuration (one ISSI 8000 connects to each master site)
- g. Encryption Key Management Facility (KMF) in Redundant “box” Configuration on the Customer Enterprise Network (CEN)
- h. Customer Network Interface (CNI) in Redundant Configuration (each CNI connects to one master site)
- i. Network Management Clients (two at each master site location)
- j. MOSCAD network management w/two Graphical Workstations)

The following is a diagrammatic view of the redundant master sites:



**Console Equipment:** Replacement dispatch console systems at CCOM, and LOCOM, have been designed using the MCC 7500 console platform. The number of console operator positions (OPs) per each agency is.

- a. CCOM – 12 console OPs
- b. LOCOM – 9 console OPs

One additional MCC 7500 console for CCOM will be provided to serve as a proxy console position to allow MCC 7100 console positions outside the radio network interface to perform console functions via a VP connection to the radio system.

The console system supports P25 TDMA & FDMA trunking and conventional analog and digital operation. Additional features include:

- a. AES Encryption, including Over-the-Ethernet Keying on the console subsystem LAN network.
- b. Logging Recorder Interface & Recorder
- c. Instant Recall Recorder
- d. Dual Gateway Routers w/Ethernet links to support DSR master site redundancy
- e. Conventional Gateway ports to support legacy conventional operation and the Site Trunking Interoperability (IOP) control stations via 4W E&M interface.
- f. Conventional Gateway ports to interface to the new Interoperability base stations located at three of the P25 trunked LMR sites
- g. One locally controlled dual-band (800MHz/VHF) control station, with remote head at every OP position.

In addition to the MCC 7500 console system networks, a backup, portable MCC 7100 dispatch solution is desired by CCOM. The dispatch agency requires the capability of 8 console positions and given the portability requirement, the console PC's will be laptop computers.

**NOTE:** The Simulcast Radio Equipment / Interoperable Radio Equipment / Master Site Radio Equipment / Console Equipment deliverables outlined here will be augmented with final System Design documents outlining deliverables from the selected radio system vendor.

## 10 Paging

Paging system replacement includes an 800MHz paging system to upgrade the current technologies to improve performance. This system is currently not designed.

**NOTE:** The Paging system deliverable will be augmented with final System Design documents outlining deliverables from the selected paging system vendor.

## 11 Subscriber Radios:

Approximately 50% of the partner and member portable and mobile radios (300) will be paid for from the bond. The balance of the cost will be paid by the partner and member agencies from their funds.

## 12 Unified PTI:

This deliverable is for an application that can be added to a smart phone to allow the smart phone to access and utilize the public safety radio system. This item has not been designed.

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NOTE: The unified PTI app deliverable will be developed with final System Design documents outlining deliverables from the selected radio system vendor.

### **13 Test Equipment / Spares**

NOTE: The Test Equipment and Spares deliverable will be developed with final System Design documents outlining deliverables from the selected radio system vendor.

### **14 Asset Management**

The deliverable for asset management is a computerized asset management system to track the 1,000's of components in the system, notifying of maintenance schedules and inventory management. This system is not yet fully defined.

### **15 Post Warranty / System Refresh Upgrade**

Post Warranty is a one-time upfront cost for extension of manufacture warranty support for the radio system. This includes: technical support / infrastructure repair – depot maintenance / advanced replacement upgrades – i.e. maintains a level of spares.

System Refresh Upgrade - As with all electronics there is a constant need to periodically upgrade equipment and keep software current. This product is to cover those expenses for a ten-year period with upgrades every 2 years.

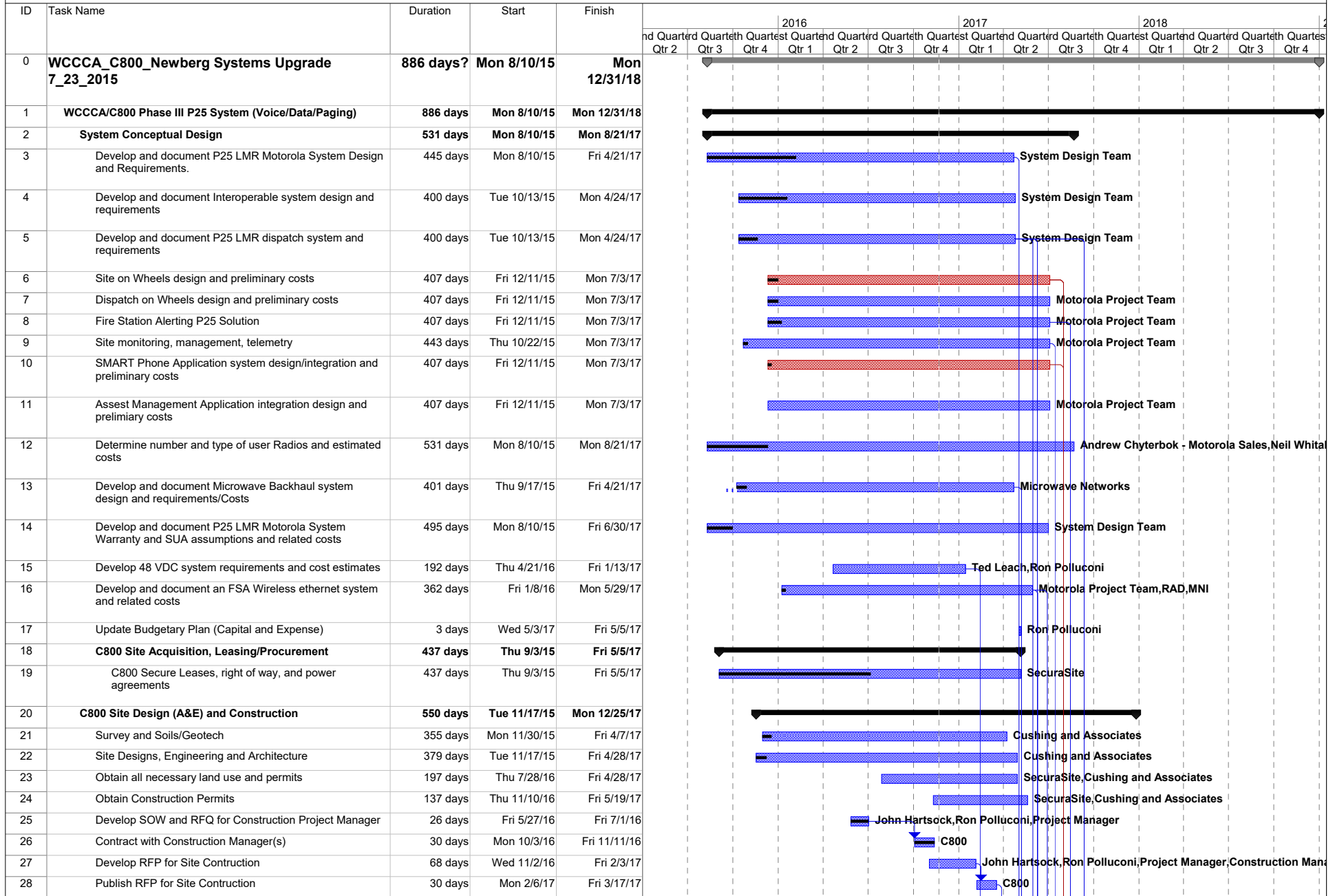




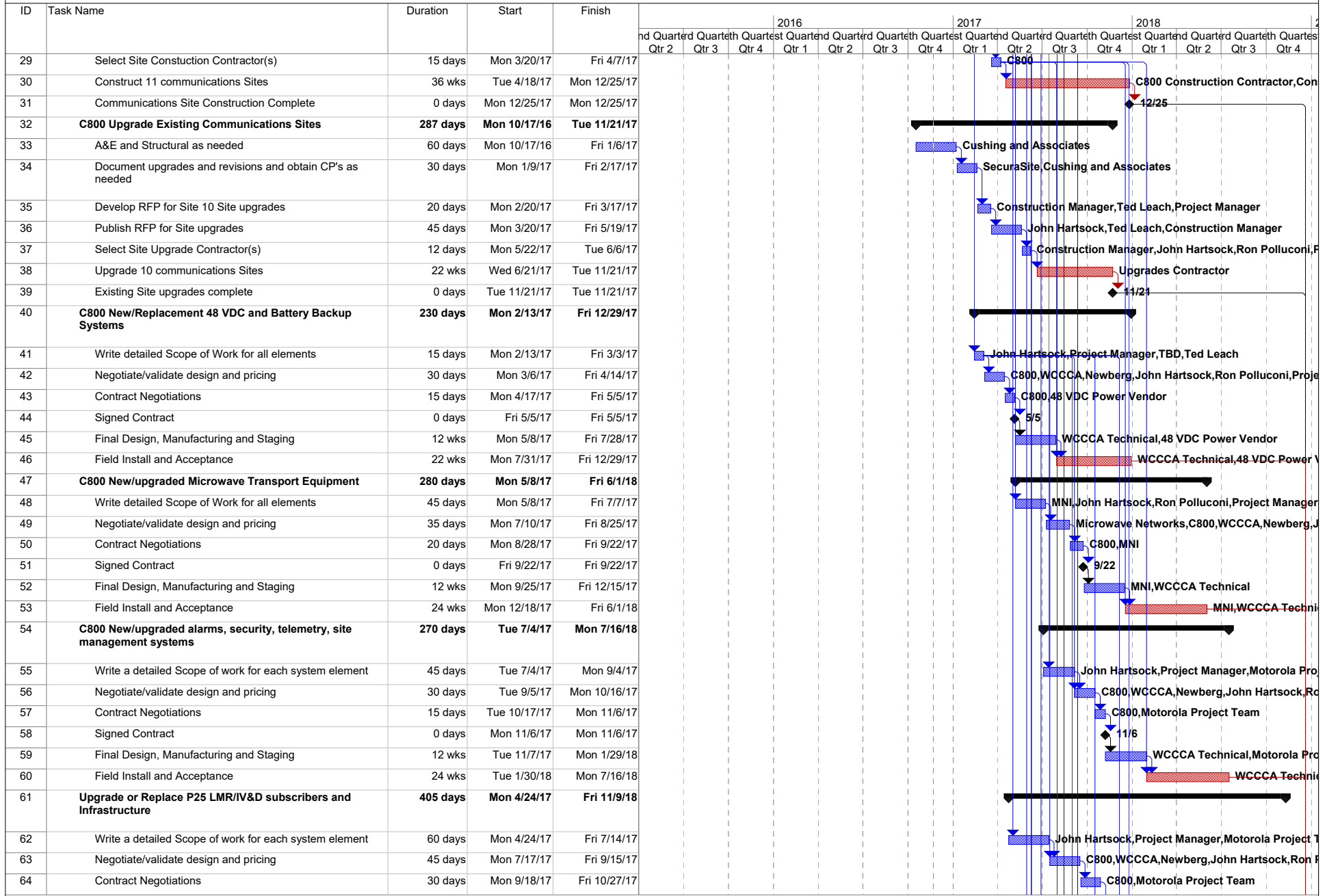
<b>Construction Cost</b>							
Site Construction	9,200,000	310,636		8,889,364	9,200,000	0	233,218.05
Generator	5,800,000			5,800,000	5,800,000	0	
48VDC	1,065,000			1,065,000	1,065,000	0	
Lake Oswego Antenna	18,000	17,500	0	0	17,500	500	17,511.75
Existing Sites	100,000	6,400		93,600	100,000	0	6,400.00
<b>Sub-Total Construction Cost</b>	<b>16,183,000</b>	<b>334,536</b>	<b>0</b>	<b>15,847,964</b>	<b>16,182,500</b>	<b>500</b>	<b>257,129.80</b>
<b>Equipment Costs</b>							
Simulcast Equipment	14,928,000			14,928,000	14,928,000	0	
Master Site Equipment	3,534,000			3,534,000	3,534,000	0	
Console	1,650,000			1,650,000	1,650,000	0	
Back up Dispatch	426,000			426,000	426,000	0	
Spares	1,200,000			1,200,000	1,200,000	0	
Paging	373,000			373,000	373,000	0	
Subscriber Radios	5,000,000	1,515,649		3,484,351	5,000,000	0	
Unified Push to Talk	188,000			188,000	188,000	0	
Asset Management	119,000			119,000	119,000	0	
Post Warranty	3,100,000			3,100,000	3,100,000	0	
System Refresh / Upgrade	2,700,000			2,700,000	2,700,000	0	
Test Equipment	100,000			100,000	100,000	0	
Microwave	3,368,000	406,169		2,961,831	3,368,000	0	369,783.28
Telephone / Data Equip	0			0	0	0	
Security System	1,364,000			1,364,000	1,364,000	0	
<b>Subtotal Equipment Costs</b>	<b>38,050,000</b>	<b>1,921,818</b>	<b>0</b>	<b>36,128,182</b>	<b>38,050,000</b>	<b>0</b>	<b>369,783</b>
Bond Cost	1,000,000			1,000,000	1,000,000	0	
<b>Subtotal Project Cost</b>	<b>56,583,000</b>	<b>2,380,587</b>	<b>548,350</b>	<b>53,538,646</b>	<b>56,467,583</b>	<b>115,417</b>	<b>1,117,046</b>
<b>Contingency</b>	<b>2,421,752</b>			<b>2,421,752</b>	<b>2,421,752</b>	<b>0</b>	
<b>Total Project Cost</b>	<b>59,004,752</b>	<b>2,380,587</b>	<b>548,350</b>	<b>55,960,398</b>	<b>58,889,335</b>	<b>115,417</b>	<b>1,117,046.30</b>

## Section 5 – Schedule

Communications System Replacement Project  
November 22, 2016



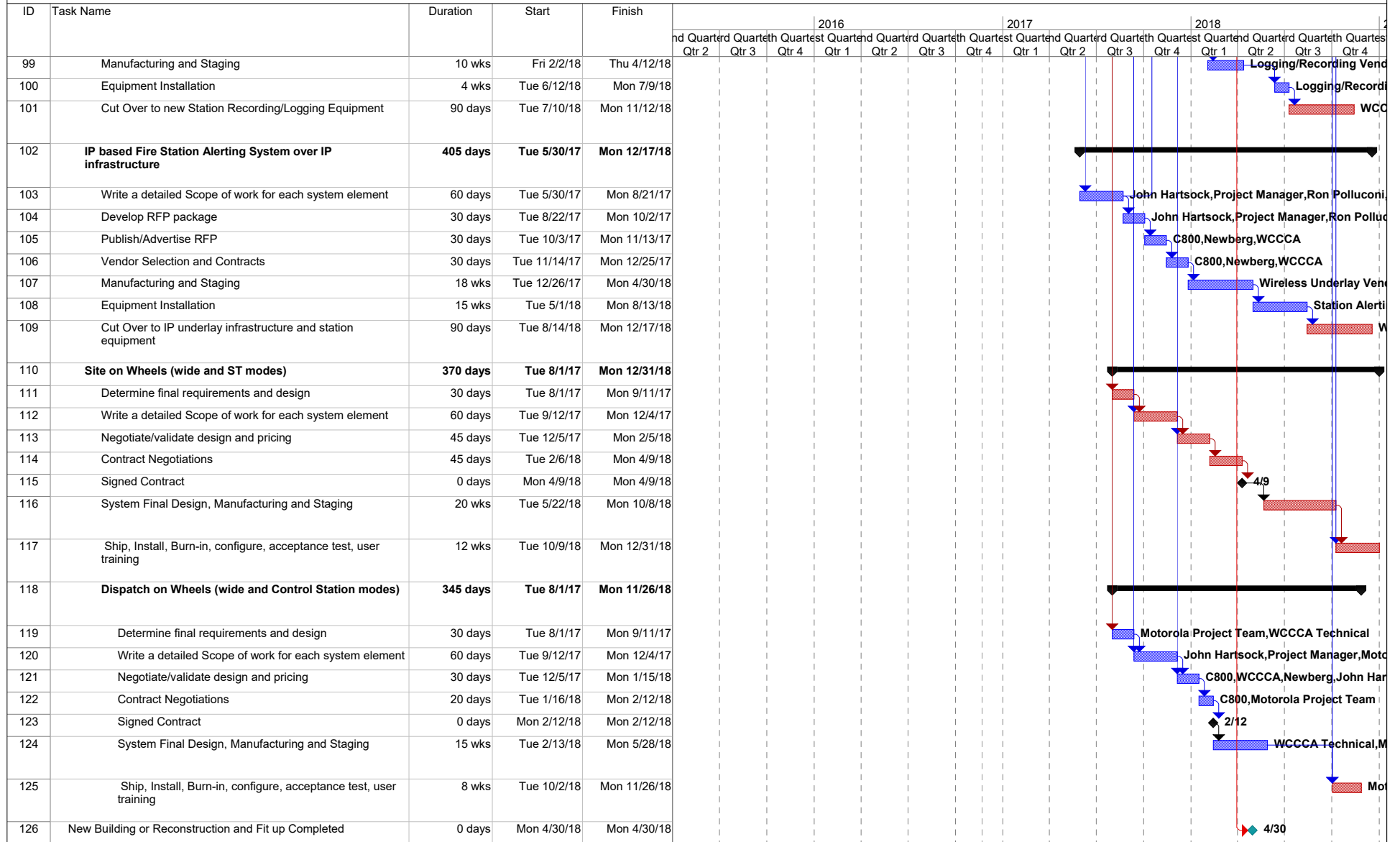
Communications System Replacement Project  
November 22, 2016



**Communications System Replacement Project**  
November 22, 2016

ID	Task Name	Duration	Start	Finish	2016				2017				2018							
					Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4					
65	Signed Contract	0 days	Fri 10/27/17	Fri 10/27/17																
66	Subscriber radios manufacturing/shipping	8 wks	Mon 10/30/17	Fri 12/22/17																
67	Existing Subscriber Radios upgraded	65 days	Mon 1/22/18	Fri 4/20/18																
68	New Subscribers radios Field Install and Acceptance	22 wks	Mon 12/25/17	Fri 5/25/18																
69	Infrastructure Final Design, Manufacturing and Staging	20 wks	Mon 12/11/17	Fri 4/27/18																
70	Infrastructure Ship, Install, Burn-in, configure, acceptance test, cut over	24 wks	Mon 5/28/18	Fri 11/9/18																
71	<b>Upgrade or Replace P25 IV&amp;D Radio/Dispatch Consoles</b>	<b>406 days</b>	<b>Fri 6/9/17</b>	<b>Fri 12/28/18</b>																
72	Write a detailed Scope of work for each system element	60 days	Fri 6/9/17	Thu 8/31/17																
73	Negotiate/validate design and pricing	30 days	Fri 9/1/17	Thu 10/12/17																
74	Contract Negotiations	30 days	Fri 10/13/17	Thu 11/23/17																
75	Signed Contract	0 days	Thu 11/23/17	Thu 11/23/17																
76	Radio Consoles Final Design, Manufacturing and Staging	15 wks	Mon 12/11/17	Fri 3/23/18																
77	Infrastructure Ship, Install, Burn-in, configure, acceptance test, cut over	20 wks	Mon 8/13/18	Fri 12/28/18																
78	<b>Major Systems Operational</b>	<b>0 days</b>	<b>Fri 12/28/18</b>	<b>Fri 12/28/18</b>																
79	<b>SMART PHONE Trunking and WAVE Dispatch</b>	<b>370 days</b>	<b>Tue 8/1/17</b>	<b>Mon 12/31/18</b>																
80	Determine final capacities, subscribers, and fee structure	30 days	Tue 8/1/17	Mon 9/11/17																
81	Write a detailed Scope of work for each system element	60 days	Tue 9/12/17	Mon 12/4/17																
82	Negotiate/validate design and pricing	60 days	Tue 12/5/17	Mon 2/26/18																
83	Contract Negotiations	30 days	Tue 2/27/18	Mon 4/9/18																
84	Signed Contract	0 days	Mon 4/9/18	Mon 4/9/18																
85	SMART Phone System Final Design, Manufacturing and Staging	8 wks	Tue 5/22/18	Mon 7/16/18																
86	SMART Phone Ship, Install, Burn-in, configure, acceptance test, user training	6 wks	Tue 11/20/18	Mon 12/31/18																
87	<b>Paging, Messaging, P25 Fire Station Alerting Systems upgrade/replacement</b>	<b>354 days</b>	<b>Tue 8/15/17</b>	<b>Fri 12/21/18</b>																
88	Write a detailed Scope of work for each system element	45 days	Tue 8/15/17	Mon 10/16/17																
89	Negotiate/validate design and pricing	45 days	Tue 10/17/17	Mon 12/18/17																
90	Contract Negotiations	30 days	Tue 12/19/17	Mon 1/29/18																
91	Signed Contract	0 days	Mon 1/29/18	Mon 1/29/18																
92	P25 Messaging and Alerting System Final Design, Manufacturing and Staging	15 wks	Tue 1/30/18	Mon 5/14/18																
93	P25 Messaging and Alerting Ship, Install, Burn-in, configure, acceptance test, user training	8 wks	Mon 10/29/18	Fri 12/21/18																
94	<b>Recording/Logging equipment upgrade/replacement</b>	<b>358 days</b>	<b>Thu 6/29/17</b>	<b>Mon 11/12/18</b>																
95	Write a detailed Scope of work for each system element	36 days	Thu 6/29/17	Thu 8/17/17																
96	Develop RFP package	45 days	Fri 8/18/17	Thu 10/19/17																
97	Publish/Advertise RFP	30 days	Fri 10/20/17	Thu 11/30/17																
98	Vendor Selection and Contracts	45 days	Fri 12/1/17	Thu 2/1/18																

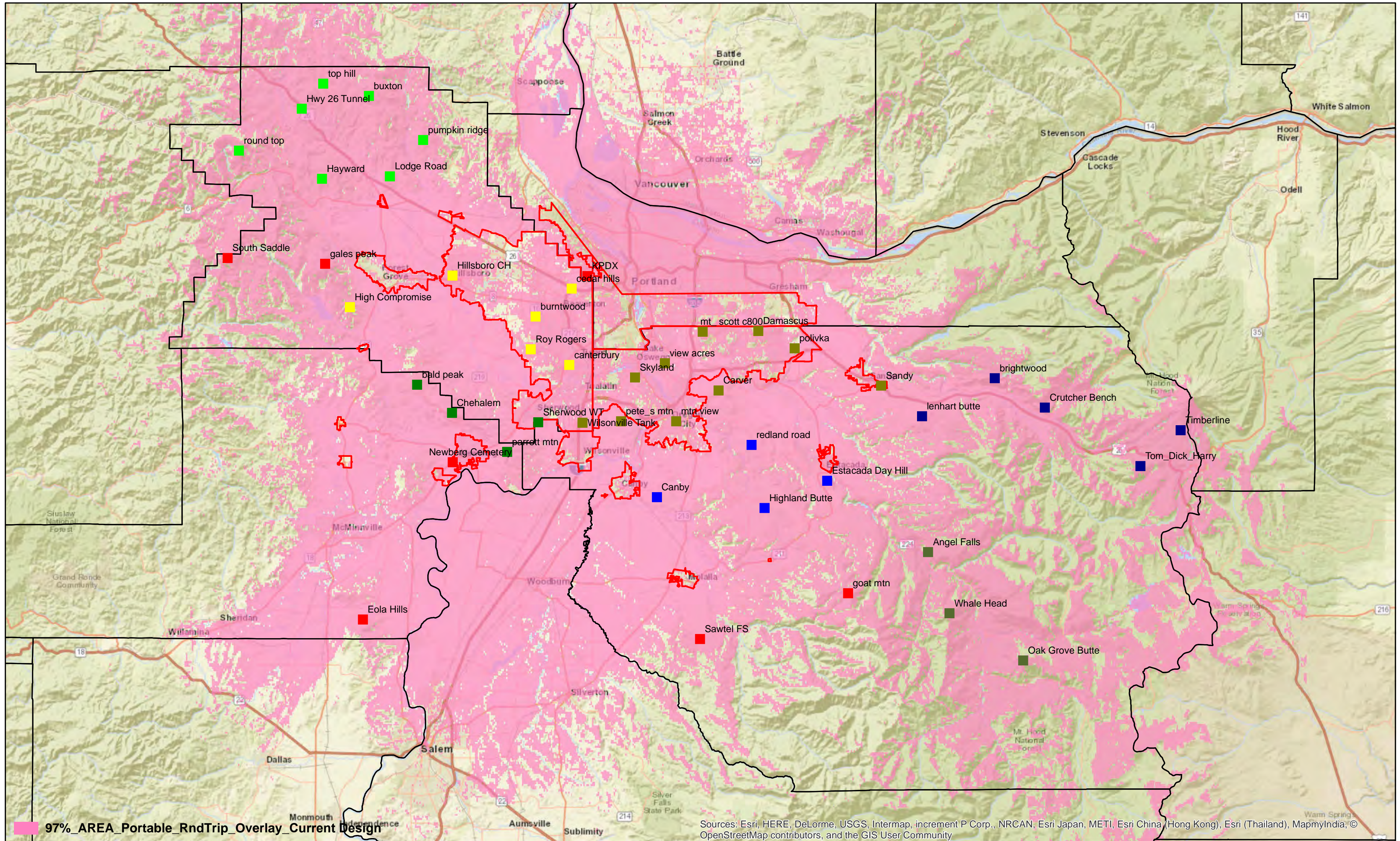
Communications System Replacement Project  
November 22, 2016



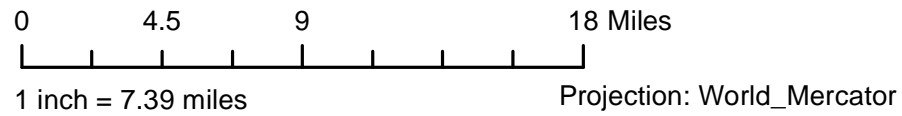


# WCCCA/C800 LMR System

97% Round Trip Reliability\_DAQ 3.4



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



**System-Wide Coverage TX/RX On-Hip 15db in UGB**  
**APX 6000 Portable 3W 1/2 Wave Whip**  
**Clip Swivel with Corded Speaker Mic**

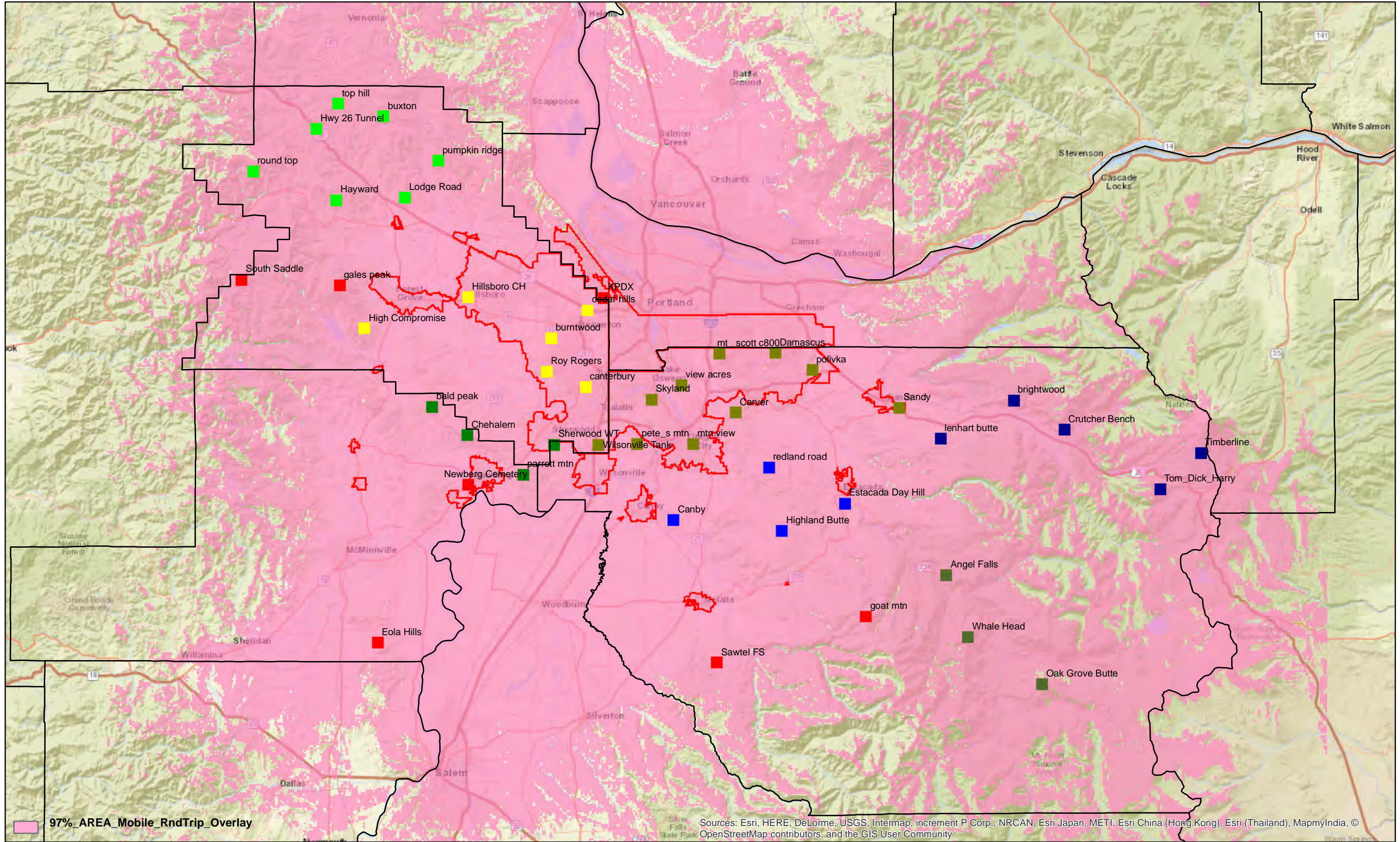
Run\_47\_Port\_On\_Hip\_15db\_In\_UGB\_R161\_Clip\_Swivel\_NEW





# WCCCA/C800 LMR System

97% Round Trip Reliability\_DAQ 3.4



97% AREA Mobile RndTrip Overlay

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

0 4.5 9 18 Miles

1 inch = 7.34 miles Projection: World\_Mercator

**System-Wide Mobile On Trunk Coverage**  
**APX 7500 Mobile 10W**  
**3db Elevated Feed Antenna**

Run\_6\_Mobile Covg\_trunk\_mount  
Based on 4\_1 Site Data

**INTERGOVERNMENTAL AGREEMENT  
Clackamas County Public Safety Radio System Replacement Project Bond Funding**

**EXHIBIT B**

**C800 PROCUREMENT RULES**

**Approved by Clackamas County on 9/26/16**

## RESOLUTION NO. 02-15

### A RESOLUTION ADOPTING REVISED PUBLIC CONTRACTING RULES AND PROCEDURES

**WHEREAS**, the Clackamas 800 Radio Group ("C800") is an Oregon intergovernmental entity formed pursuant to Oregon Revised Statutes ("ORS") Chapter 190, and is subject to Oregon's public contracting laws; and

**WHEREAS**, ORS 279A.065 (5) provides that a local contracting agency may adopt its own rules of procedure for public contracting that:

- A. Specifically state that the model rules adopted by the Attorney General do not apply to the contracting agency; and
- B. Prescribe the rules of procedure that the contracting agency will use for public contracts, which may include portions of the model rules adopted by the Attorney General;

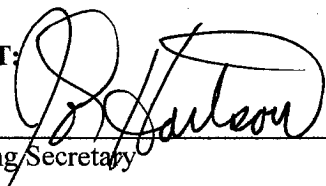
**NOW, THEREFORE**, C800's Board of Directors, acting as both the governing body of C800 and as C800's Local Contract Review Board, hereby resolves as follows:

1. Except as otherwise provided herein, C800 hereby adopts the Oregon Attorney General's Model Public Contracting Rules ("Model Rules") as the contracting rules for C800, as such Model Rules now exist or are later modified.
2. That C800 adopts the revised public contracting rules described in Exhibit A, which is attached to this Resolution and incorporated herein by reference. The Rules described in Exhibit A shall be in addition to, and shall supersede any conflicting provisions in, the Model Rules.
3. C800 shall regularly review changes in the Public Contracting Code and the Model Rules to ensure that the Exhibit A Rules are consistent with current law.

APPROVED AND ADOPTED on Oct 21, 2015.

  
Board Chair

ATTEST:

  
Recording Secretary

## EXHIBIT A

### PUBLIC CONTRACTING RULES AND PROCEDURES

#### A. Professional Services.

- 1) **Definition.** “Professional Services” shall be defined to include those services that require specialized technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment, and for which the quality of the service depends on attributes that are unique to the service provider. Such services shall include, but are not limited to: Architect; engineer; surveyor; attorney; bookkeeper; accountant; auditor; computer programmer; artist; designer; consultant; trainer or educator; research consultant; campaign consultant; workshop facilitator.
- 2) **Contracts for Professional Services Other than Architectural, Engineering and Surveying Services and Related Services.**
  - a) A professional services contract totaling, or estimated to total, less than \$(5,000) in the aggregate in either a calendar year or a fiscal year may be awarded by direct appointment, without competitive bidding.
  - b) A professional services contract totaling, or estimated to total, between \$(5,000) and \$(75,000) in the aggregate may be awarded after obtaining at least three informal quotes, according to the procedures for Intermediate Procurement described in ORS 279B.070 and Section E of these Rules.
  - c) A professional services contract totaling, or estimated to total, more than \$(75,000) in the aggregate shall be awarded using competitive sealed proposals as provided in ORS 279B.060, unless exempted from competitive bidding by resolution of the Local Contract Review Board according to the requirements of ORS 279B.085.
  - d) Professional service contracts exempted from competitive proposal processes may be awarded in any manner authorized by the Local Contract Review Board.
- 3) **Contracts with Architects, Engineers, and Land Surveyors.**
  - a) A contract for Architectural, Engineering and Surveying services may be entered into by direct appointment if such contract is estimated not to exceed \$(150,000) in a calendar year or fiscal year, or if the project described in the contract consists of work that has been substantially described, planned or otherwise previously studied or rendered in an earlier contract with the consultant that was awarded under these Rules, and the new contract is a continuation of that project.
  - b) Unless otherwise provided in this Section, contracts for Architectural, Engineering and Surveying Services shall be awarded according to the procedures for competitive proposals described in ORS 279B.060 and these rules.

- c) All contracts for architectural, engineering, surveying and related service shall be entered into consistent with ORS 279C.110.

**B. Delegation.**

- 1) Except as otherwise provided in these rules, the powers and duties of the Local Contract Review Board under the Public Contracting Code shall be exercised and performed by the Board of Directors.
- 2) Except as provided in these Rules, C800's Board of Directors shall approve any contract entered into by C800. Authority to approve public contracts shall be delegated only by amendment of these Rules or by resolution of the Board.
- 3) The C800 Board of Directors hereby delegates authority to the C800 Manager to enter into any contract and/or change order to Board approved contracts up to \$20,000. Further the Board Chair may enter into any contract and/or change order to Board approved contracts up to \$50,000. These delegation are conditioned that the amount of such contract and/or change order and the purpose is contained in the adopted budget of C800.

**C. Special Procurements and Exemptions.**

- 1) The Local Contract Review Board may exempt from competitive bidding certain contracts or classes of contracts for procurement of goods and services according to the procedures described in ORS 279B.085.
- 2) The Local Contract Review Board may exempt certain contracts or classes of contracts for public improvements from competitive bidding according to the procedures described in ORS 279C.335. When exempting a public improvement from competitive bidding, the Local Contract Review Board may authorize the contract to be awarded using a Request for Proposal process for public improvements, according to the processes described in OAR 137-049-0640 through 137-049-0690.

**D. Small Procurements (Under \$5,000).**

- 1) Public contracts, including public improvement contracts, under \$5,000 are not subject to competitive bidding requirements. The Board of Directors or designee shall make a reasonable effort to obtain competitive quotes in order to ensure the best value for C800.
- 2) C800 may amend a public contract awarded as a small procurement beyond the \$5,000 limit in accordance with OAR 137-047-0800, provided the cumulative amendments do not increase the total contract price to a sum that is greater than twenty-five percent (25%) of the original contract price.

**E. Intermediate Procurements.**

- 1) A contract for procurement of goods, or for services which are not Professional Services, estimated to cost between \$5,000 and \$150,000 in a calendar year, or a contract for a public improvement that is estimated to cost between \$5,000 and \$100,000 in a calendar

year, may be awarded according to the processes for intermediate procurements described in ORS 279B.070.

- 2) If the proposed contract is expected to exceed \$25,000, both the specifications for the bid and the bids themselves must be in writing. C800 shall request at least three competitive price quotes or proposals from prospective contractors. C800 shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but C800 staff shall make a written record of the effort C800 makes to obtain the quotes or proposals.
- 3) Public improvement contracts advertised or awarded under this section still must comply with all statutory requirements, including those relating to the payment of prevailing wage.
- 4) A procurement may not be artificially divided or fragmented so as to constitute an intermediate procurement under this section or to circumvent competitive bidding requirements.

**F. Methods for Awarding Contracts Using Requests for Proposal Process.**

In making an award using the request for proposal process in ORS 279B.060, C800 may use any evaluation method determined to be most appropriate for the selection process, including, but not limited to, the processes described in ORS 279B.060 (6) (b), as well as direct appointment of professional services contracts if direct appointment is determined to be most advantageous to C800. The evaluation process (es) to be used shall be stated in the Request for Proposals. OAR 137-047-0261 through 137-047-0263 shall apply to evaluation of proposals.

**G. Emergency Contracts.**

- 1) “Emergency” shall be defined as follows: “Circumstances that (a) could not have reasonably been foreseen; (b) create a substantial risk of loss, damage, or interruption of services or a substantial threat to property, public health, welfare or safety; and (c) require prompt execution of a contract to remedy the condition.”
- 2) The Board Chair, or, in the absence of the Board Chair, the C800 Manager, shall have authority to determine when emergency conditions exist sufficient to warrant an emergency contract, and shall so declare in writing. The nature of the emergency shall be documented in writing prior to executing the contract.
- 3) Pursuant to ORS 279B.080, the Board Chair or Manager may make, or authorize others to make, procurements of goods or services in an emergency, including dispensing with competitive bidding if time is of the essence. The method used for the selection of the contractor shall be documented in writing as soon as is practicable and made part of C800’s files.

**H. Disposal of Surplus Property.**

- 1) “Surplus Property” is defined as any personal property of C800 that has been determined by the Board as being of no use or value to C800.
- 2) The Board or a designee named by the Board may dispose of surplus property as in the manner that is, in the discretion of the Board or designee, deemed most advantageous to C800 or the community at large.

**I. Appeals of Prequalification Decisions and Debarment Decisions.**

- 1) The Local Contract Review Board shall hear all appeals of prequalification and debarment decisions made by C800.
- 2) Review of C800’s prequalification and debarment decisions shall be as set forth in ORS 279B.425. The following additional procedures shall apply:
  - a. Notices shall be submitted in writing to C800 Manager. Appeals filed after the filing period stated in ORS 279B.425 shall not be heard.
  - b. Upon opening of the hearing, the Board Chair shall explain C800’s decision being appealed and the justification thereof. The appellant shall then be heard. Time for the appellant’s testimony shall be established by the Board Chair. The appellant may submit any testimony or evidence relevant to the decision or the appeal. Any party requesting time to testify in support of the appeal shall then be heard, subject to time limits established by the Board Chair.
  - c. Once all testimony and evidence in support of the appeal is heard, any party requesting time to testify in support of C800’s decision shall be provided time to be heard, with time limits established by the Board Chair. Any party testifying in opposition to the appeal may submit any testimony or evidence relevant to the decision or the appeal. Once all testimony in opposition to the appeal has been heard, the appellant may request time to provide rebuttal testimony. At the conclusion of the rebuttal testimony, if any, the Board Chair shall close the hearing.
  - d. When issued in writing according to the requirements of ORS 279B.425, the LCRB’s decision and order shall be final.

**J. Public Improvement Contracts.**

- 1) Except as provided in these Rules, all public improvement contracts shall be advertised and awarded according to the requirements of Oregon Revised Statutes, chapter 279C.
- 2) “Public improvement” means a project for construction, reconstruction or major renovation on real property by or for C800. “Public improvement” does not include:
  - (A) Projects for which no funds of C800 are directly or indirectly used, except for participation that is incidental or related primarily to project design or

inspection; or

(B) Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.

- 3) Specifications for public improvement contracts may not expressly or implicitly require any product by any brand name or mark, nor the product of any particular manufacturer or seller unless the Local Contract Review Board has exempted the product from competitive bidding after making the following written findings:

(a) It is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts;

(b) The specification of a product by brand name or mark, or the product of a particular manufacturer or seller, would result in substantial cost savings to the contracting agency;

(c) There is only one manufacturer or seller of the product of the quality required; or

(d) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies. [ORS 279C.345]

- 4) Unless otherwise authorized by these Rules, an advertisement for a public improvement contract must be published at least once in at least one newspaper of general circulation in the area where the contract is to be performed and in as many additional issues and publications as C800 may determine.

If the public improvement contract has an estimated cost in excess of \$125,000, the advertisement must be published in at least one trade newspaper of general statewide circulation.

All advertisements for public improvement contracts must state:

(a) The public improvement project;

(b) The office where the specifications for the project may be reviewed;

(c) The date that prequalification applications must be filed under ORS 279C.430 and the class or classes of work for which bidders must be prequalified if prequalification is a requirement;

(d) The date and time after which bids will not be received, which must be at least five days after the date of the last publication of the advertisement;

(e) The name and title of the person designated for receipt of bids;

(f) The date, time and place that C800 will publicly open the bids; and



(g) If the contract is for a public works subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act. [ORS 279C.360]

- 5) A solicitation for a public improvement shall comply with all applicable requirements of ORS 279C.365 through ORS 279C.414.
- 6) Contracts for public improvements shall comply with all applicable requirements of ORS 279C.500 through ORS 279C.590.

**K. Purchases from Federal Catalogues.** Subject to applicable Board approval requirements stated in these Rules, C800 may purchase goods from federal catalogues without competitive bidding when the procurement is pursuant to 10 USC 381, the Electronic Government Act of 2002 (Public Law 107-347). Purchases under other federal laws will be permitted upon a finding by the Local Contract Review Board that the law is similar to such Act in effectuating or promoting transfers of property to contracting agencies.

**L. Electronic Advertising.** Pursuant to ORS 279C.360 and ORS 279B.055, electronic advertisement of public contracts in lieu of newspaper publication is authorized when it is cost-effective to do so. The Board shall determine when electronic publication is appropriate, and consistent with C800's public contracting policies. However, regardless of electronic or other advertisement, if a public improvement contract has an estimated cost in excess of \$125,000, the advertisement must be published in at least one trade newspaper of general statewide circulation.



December 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution Naming the Clackamas County Fairground's Rodeo Arena in honor  
of Mr. Bob Traverso as Traverso Arena

<b>Purpose/Outcomes</b>	To recognize the hard work and dedication of former County Fair Board President, Bob Traverso.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Period not to exceed 25 years.
<b>Previous Board Action/Review</b>	BCC discussed the naming of the Rodeo Arena at <i>Issues</i> on November 22, 2016. A motion was made to approve the request and place the item on a future Business meeting consent agenda.
<b>Strategic Plan Alignment</b>	1. Build public trust through good government.
<b>Contact Person</b>	Laura Zentner, BCS Deputy Director, 503.742.4351

**BACKGROUND:** On September 23, 2016, the BCC received a letter from Paul Borgen, Rodeo Committee President, requesting that the name of the Clackamas County Fairground Rodeo Arena be named in honor of Bob Traverso.

On October 13, 2016 the Clackamas County Fair Board met at their regular monthly meeting. The agenda included a discussion regarding the Rodeo Committee request to name the Clackamas County Fairground's rodeo arena to **Traverso Arena**. A motion was made to approve the request and passed 3-0-1.

On November 22, 2016, the Board of County Commissioner's discussed the request regarding the naming of the Rodeo Arena. A motion was made to approve the request and to name the Rodeo Arena to **Traverso Arena**. A stipulation was added that the naming was not to exceed 25 years. The motion passed 5-0 and the BCC further agreed to place a resolution on a future consent Business meeting agenda.

Bob Traverso's contributions to the fair and rodeo span over 17 years. He held many positions on the fair board, including President. His leadership was instrumental in securing improvements to the rodeo arena facility. He was also a champion in securing stable funding for the County Fair and provided essential leadership and transformative progress for the Clackamas County Fair.

Mr. Traverso had a special place in his heart for the rodeo as was evidenced by his commitment to the event. He served 22 years on the rodeo committee and was instrumental in raising the event from an amateur level to one of the top tiers in the Professional Rodeo Cowboys Association.

Along with Mr. Traverso's involvement with the fair and rodeo he was a decorated Vietnam Veteran, receiving the Bronze Star and Purple Heart.

The attached resolution was reviewed and approved by County Counsel.

**RECOMMENDATION:** County staff respectfully recommends that the Board approve the attached Resolution naming the Clackamas County Fairground's Rodeo Arena **Traverso Arena**.

ATTACHMENT:

1. Letter from Paul Borgen, President, Canby Rodeo Board of Directors, requesting naming of Clackamas County Rodeo Arena as **Traverso Arena** in honor of Bob Traverso.

Respectfully submitted,

Laura Zentner, CPA  
Deputy Director  
Business and Community Services

A Resolution Naming the Clackamas  
County Fairgrounds Rodeo Arena as the  
Traverso Arena

Resolution No. \_\_\_\_\_

**WHEREAS**, Bob Traverso served on the Clackamas County Fair Board for 17 years, including President, and was instrumental in improvements to the rodeo arena facility; and

**WHEREAS**, Bob Traverso was a champion in securing stable funding for the County Fair and provided essential leadership and transformative progress for the Clackamas County Fair; and

**WHEREAS**, Bob Traverso served 22 years on the rodeo committee and was successful in raising the event from an amateur level to one of the top tiers in the Professional Rodeo Cowboy's Association, as noted by the 2013 award of the PRCA Remuda Award; and

**WHEREAS**, Bob Traverso not only was involved with the County Fair but he was also a decorated Vietnam Veteran, receiving the Bronze Star and Purple Heart; and

**NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby resolve:**

1. From this day forward the Clackamas County Fairground Rodeo Arena shall, for a period not to exceed 25 years, be known as the **Traverso Arena**.

**DATED** this 8<sup>th</sup> day of December, 2016

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

SEP 29 2016

BCC, DK

September 23, 2016

Clackamas County Fair Board

RE: Naming of rodeo arena for Bob Traverso

It is the recommendation of the Rodeo Committee that the rodeo arena at the Clackamas County Fairgrounds be named in honor of Bob Traverso. Bob's contributions to the fair and rodeo are countless. Bob served on the fair board for 17 years in many positions, president among others. His leadership was essential in the improvements to the facility and the fair's progress. It was Bob who championed a ballot measure to assure the fair's funding, to the extent that Bob personally paid the cost for getting the measure on the ballot. He also served on the state fair's association in an officer's capacity. Bob served 22 years on the rodeo committee and was instrumental in raising the event from an amateur level to one of the top tier in the Professional Rodeo Cowboys Association, as noted by the 2013 award of the PRCA Remuda Award, which is given to one rodeo in the nation each year, for the best pen of bucking animals of all 600+ rodeos in the nation and the rodeo has been twice named Large Rodeo of the year in the Columbia River Circuit.

Bob was generous with his time, counsel and equipment. We always knew if something needed to be done dirt-wise Bob would be there to supply the equipment, many times running the equipment himself. Bob had a special place in his heart for the rodeo as was evidenced by his commitment to the event.

Along with Bob's involvement with the fair and rodeo he was a decorated Vietnam veteran, receiving the Bronze Star and Purple Heart.

Therefore the rodeo committee feels it is only fitting that the rodeo arena is named in Bob's honor.

We appreciate your consideration, and respectfully request this honor for Bob Traverso.

Cordially,



Canby Rodeo Board of Directors

Paul Borgen, President

cc Clackamas County Commissioners



December 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Resolution for North Clackamas Parks & Recreation District for Supplemental Budget (Less Than Ten Percent) for Fiscal Year 2016-2017**

Purpose/Outcome	Approval of a resolution for a supplemental budget less than ten percent for North Clackamas Parks & Recreation District FY 2016-2017
Dollar Amount and fiscal Impact	Recognizing additional fund balance and increasing appropriations in the amount of \$820,100 in the General Fund, \$70,300 in the Nutrition & Transportation Fund, and \$161,000 in the Capital Projects Fund.
Funding Source	Beginning Fund Balance – General Fund, Nutrition & Transportation Fund, and Capital Projects Fund.
Duration	July 1, 2016 through June 30, 2017
Previous Board Action/Review	Original Adopted Budget June 29, 2016.
Strategic Plan Alignment Person	Build public trust through good government
Contact Person	Laura Zentner, BCS Deputy Director 503.742.4351

**BACKGROUND:** Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments.

A supplemental budget is a method of appropriating fund expenditures less than 10% during the fiscal year as required by state budget law per ORS 294.471. The required meeting notice has been posted.

The attached resolution reflects the above-mentioned changes by department in keeping with a legally accurate budget.

The **General Fund** - is recognizing additional fund balance in the amount of \$820,100 and recognizing additional appropriation in the Administration Division in the amount of \$60,000 for expenditures related to Performance Clackamas, in the Marketing & Communication Division in the amount of \$25,000 for expenditures related to District advertising, in the Planning Division in the amount of \$25,000 for expenditures related to covering a vacant senior planner position, in the Transfer category in the amount of \$161,000 for expenditures related to potential capital projects and in the Contingency category in the amount of \$549,100.

The **Nutrition & Transportation Fund** - is recognizing additional fund balance in the amount of \$70,300 and recognizing additional appropriation in the Contingency category in the amount of \$70,300.

The **Capital Projects Fund** - is increasing the Interfund Transfer in the amount of \$161,000 and recognizing additional appropriation in the Capital Outlay category in the amount of \$161,000 for expenditures related to the Wichita Park capital project.

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached resolution and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Laura L. Zentner, CPA  
BCS Deputy Director

A RESOLUTION OF THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS ACTING AS THE GOVERNING BODY OF THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT REGARDING ADOPTION OF A SUPPLEMENTAL BUDGET FOR ITEMS LESS THAN 10 PERCENT OF THE TOTAL QUALIFYING EXPENDITURES AND MAKING APPROPRIATIONS FOR THE NORTH CLACKAMAS PARKS & RECREATION DISTRICT FOR FISCAL YEAR 2016-17

Resolution No. \_\_\_\_\_

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2016 through June 30, 2017, inclusive is necessary to authorize the expenditure of funds, for the needs of District residents;

WHEREAS; the funds being adjusted are:

- North Clackamas Parks & Recreation District – General Fund
- North Clackamas Parks & Recreation District – Nutrition & Transportation Fund
- North Clackamas Parks & Recreation District – Capital Projects Fund

It further appearing that it is in the best interest of the District to approve this supplemental budget for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 8th day of December, 2016

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



**SUMMARY OF SUPPLEMENTAL BUDGET**  
 Exhibit A  
**CHANGES OF LESS THAN 10% OF BUDGET**  
 December 8, 2016

**NORTH CLACKAMAS PARKS & RECREATION DISTRICT - GENERAL FUND**

Increase Beginning Fund Balance:	
Administration Division	\$ 820,100
Total	<u>\$ 820,100</u>
Increase Expenditures:	
Administration Division	\$ 60,000
Total	<u>\$ 60,000</u>
Increase Expenditures:	
Marketing & Communications	\$ 25,000
Total	<u>\$ 25,000</u>
Increase Expenditures:	
Planning Division	\$ 25,000
Total	<u>\$ 25,000</u>
Increase Expenditures:	
Transfer to Other Funds	\$ 161,000
Total	<u>\$ 161,000</u>
Increase Expenditures:	
Contingency	\$ 549,100
Total	<u>\$ 549,100</u>

The General Fund is recognizing additional fund balance in the amount of \$820,100 and recognizing additional appropriation in the Administration Division in the amount of \$60,000 for expenditures related to Performance Clackamas, in the Marketing & Communication Division in the amount of \$25,000 for expenditures related to District advertising, in the Planning Division in the amount of \$25,000 for expenditures related to covering a vacant senior planner position, in the Transfer category in the amount of \$161,000 for expenditures related to potential capital projects and in the Contingency category in the amount of \$549,100.

**NORTH CLACKAMAS PARKS & RECREATION DISTRICT - NUTRITION & TRANSPORTATION FUND**

Increase Beginning Fund Balance:	<u>\$ 70,300</u>
Increase Expenditures:	
Contingency	\$ 70,300
Total	<u>\$ 70,300</u>

The Nutrition & Transportation Fund is recognizing additional fund balance in the amount of \$70,300 and recognizing additional appropriation in the Contingency category in the amount of \$70,300.

**NORTH CLACKAMAS PARKS & RECREATION DISTRICT - Capital Projects FUND**

Increase Interfund Transfer: \$ 161,000

Increase Expenditures:

    Capital Outlay \$ 161,000

    Total \$ 161,000

The Capital Projects Fund is increasing the Interfund Transfer in the amount of \$161,000 and recognizing additional appropriation in the Capital Outlay category in the amount of \$161,000 for expenditures related to the Wichita Park capital project.



December 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Resolution for the Library Service District for a Supplemental Budget (Less Than Ten Percent) for Fiscal Year 2016-2017**

<b>Purpose/Outcome</b>	Approval of a resolution for a supplemental Budget less than ten percent for the Library Service District for FY 2016/2017.
<b>Dollar Amount and Fiscal Impact</b>	Recognizing additional fund balance and increasing appropriations in the amount of \$143,895 for FY 2016/2017.
<b>Funding Source</b>	Beginning Fund Balance
<b>Duration</b>	July 1, 2016 through June 30, 2017
<b>Previous Board Action/Review</b>	Original Adopted Budget June 29, 2016
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Contact Person</b>	Laura Zentner, BCS Deputy Director 503.742.4351

**BACKGROUND:**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments.

A supplemental budget is a method of appropriating fund expenditures less than 10% during the fiscal year as required by state budget law per ORS 294.471. The required meeting notice has been posted.

The attached resolution reflects the above-mentioned changes by category in keeping with a legally accurate budget.

The **Library Service District Fund** - is recognizing additional beginning fund balance in the amount of \$143,895 and recognizing additional expenditures in the Special Payments Category (Payments to Local Governments and Other Special Payments) in the amount of \$143,895.

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached resolution and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Laura L. Zentner, CPA  
BCS Deputy Director

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ACTING AS THE GOVERNING BODY OF THE CLACKAMAS COUNTY LIBRARY SERVICE DISTRICT REGARDING ADOPTION OF A SUPPLEMENTAL BUDGET FOR ITEMS LESS THAN 10 PERCENT OF THE TOTAL QUALIFYING EXPENDITURES AND MAKING APPROPRIATIONS FOR THE FISCAL YEAR 2016-17

Resolution No. \_\_\_\_\_

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2016 through June 30, 2017, inclusive is necessary to authorize the expenditure of funds, for the needs of District residents;

WHEREAS; the funds being adjusted are:

Clackamas County Library Service District Fund

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the supplemental budget and appropriations established as shown in the attached Exhibit A, which by this reference is made a part of this Resolution.

DATED this 8th day of December, 2016

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**SUMMARY OF SUPPLEMENTAL BUDGET**

Exhibit A

**CHANGES OF LESS THAN 10% OF BUDGET**

December 8, 2016

**LIBRARY SERVICE DISTRICT FUND**

Increase Revenues:	
Beginning Fund Balance	\$ 143,895
Total	<u>\$ 143,895</u>
 Increase Expenditures:	
Special Payments	\$ 143,895
Total	<u>\$ 143,895</u>

The Library Service District Fund is recognizing additional beginning fund balance in the amount of \$143,895 and recognizing additional expenditures in the Special Payments category (Payments to Local Governments & Other Special Payments) in the amount of \$143,895.



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

December 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for an Enhanced Law Enforcement District  
Supplemental Budget (Less Than Ten Percent) for Fiscal Year 2016-2017

Purpose/Outcome	Supplemental Budget changes for Enhanced Law Enforcement District FY 2016-2017
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$22,860
Funding Source	Includes Fund Balance.
Safety Impact	N/A
Duration	July 1, 2016 - June, 30 2017
Previous Board Action/Review	Budget Adopted June 29, 2016
Strategic Plan Alignment	Build public trust through good government
Contact Person.	Diane Padilla, 503-742-5425

**BACKGROUND:**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.471 which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The Enhanced Law Enforcement District is recognizing fund balance and budgeting for contracted services.

The effect of this Resolution is an increase in appropriations of \$22,860 including revenues as detailed below:

Fund Balance	\$ 22,860.
Total Recommended	<u>\$ 22,860.</u>

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla  
Budget Manager

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Less Than 10  
Percent of the Total Qualifying Expenditures  
and Making Appropriations for Fiscal  
Year 2016-17

Resolution No

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2016 through June 30, 2017, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on December 8, 2016.

WHEREAS; the funds being adjusted are:

. Enhanced Law Enforcement District Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2016 through June 30, 2017.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

Pursuant to its authority under OR 294.480, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 8th day of December 2016

**BOARD OF COUNTY COMMISSIONERS**

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Chair

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Recording Secretary



**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**December 8, 2016**

Recommended items by revenue source:

Fund Balance	\$ 22,860
Total Recommended	<u>\$ 22,860</u>

**ENHANCED LAW ENFORCEMENT DISTRICT FUND**

Revenues:

Fund Balance	\$ 22,860
Total Revenue	<u>\$ 22,860</u>

Expenses:

Materials and Services	\$ 22,860
Total Expenditures	<u>\$ 22,860</u>

Enhanced Law Enforcement District Fund is recognizing fund balance and budgeting for contracted services.